3808

SUPREME COURT OF THE UNITED STATES.

No. 194.

JOHN P. JETER, PLAINTIFF IN ERROR,

VS.

JAMES HEWITT, MELVILLE HERON, AND MARY CONRAD.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE EASTERN DISTRICT OF LOUISIANA.

INDEX.

	Original.	Print.
Petition	2	1
Plea to jurisdiction	9	4
Answer	10	5
List of slaves referred to in answer	18	9

***Transcript.**—Case of Bank of La. vs. C. Ford, referred to in answer.*

	Original.	Print.
Petition	20	9
Order on do	23	10
Bond annexed to petition	23	10
Mortgage from Ford to Bank of Louisiana	24	11
Writ of seizure and sale, (16th December, 1850)	32	15
Sheriff's return on do	34	16
Supplemental petition and order	37	17
Alias writ of seizure and sale	38	17
Sheriff's return on do	38	17
Petition of Hewitt and Heron for monition	38	17
Opposition of Mrs. Ford to monition	43	20
Supplemental opposition to do	46	21
Order thereon	49	23
Citations to Hewitt and Heron, and returns	49	23
Order, fixing opposition for trial	51	24

GIDEON, Print.

	Original.	Print.
Exception and answer of Hewitt and Heron	52	25
Order—opposition continued	57	27
Proof of publication of monition	57	27
Monition printed in "Vigilant"	58	28
Record filed in evidence by Mrs. Ford	64	31
Judgment homologating, so far as not opposed	67	32
Order allowing filing of supplemental answer	84	41
Supplemental answer to opposition	69	33
Testimony on opposition	71	34
" deposition of Dr. B. F. Smith	71	34
" " Robt. Maurin	71	34
" " Jno. McDougal	73	35
" " Louisa Booker	73	35
" " J. W. Taylor	75	36
" " Miles Taylor	76	37
" " Jos. A. Beard	78	38
" " Robt. Maurin, (recalled)	80	39
Plan, marked A	82, 83	40
Order of continuance	84	41
Return to commission	85	41
" " deposition of E. Chapman	90	44
" " " J. L. Comstock	93	46
" " " Dr. Johnson	97	47
" " " M. Monson	99	49
Deposition of E. J. McCall	101	50
" J. V. Cresah	105	52
Testimony on opposition	105	52
Sale by La. and Canal Bank to C. Ford	107	53
Alias writ of seizure and sale	115	59
Sheriff's sale of plantation to Hewitt and Heron	117	60
" 4 slaves " "	127	65
Receipt of Canal Bank to H. and H., for Ford's debt	131	67
Notarial act, with cancelled notes	132	68
Notes and protests	136	71
Last will of C. Ford, and probate of same	143	76
Sale by Mrs. Ford to J. T. Jeter of her rights, &c	144	76
Power of attorney from Mrs. Ford to Jeter	147	78
Sale by Mrs. Ford to Hewitt and Heron	152	80
Note	155	82
Act of erasure of mortgages, &c	156	82
Certificate of recorder of do	157	83
Testimony of Jno. L. Comstock	160	85
Order of continuance	162	87
Amended answer, and call in warranty	162	87
Order for filing same	166	88
Ctitations to warrantors, and returns	166	88
Exception and plea for oyer by Bank of La	167	89
Testimony on opposition—testimony of J. N. Niles	168	90

	Original.	Print.
Transcript of mortuaria in succession of Ford	169	90
Testimony by consent:		
Deposition of P. O. Ayraud	176	95
" T. Ayraud	183	99
Testimony of G. Burke, and agreement	187	100
Order of continuance	188	101
" opposition submitted	189	101
Reasons for judgment on opposition	189	102
Judgment	193	104
Rule of Mrs. Ford for new trial, and grounds	193	104
Order to modify judgment	194	104
Submission of rule for new trial	195	105
Reasons for granting new trial	196	105
Order granting new trial	197	106
Exception of Hewitt and Heron	197	106
Order fixing exceptions for trial	200	108
Order fixing opposition "	200	108
Testimony on exceptions of H. and H	201	109
" of L. D. Nichols	203	110
" R. Maurin	205	111
" T. Richard	207	112
" Geo. May	208	113
Order of continuance	209	113
Exceptions of Canal Bank	210	113
Testimony—deposition of Boisblanc	211	114
" " " J. O. Chalons	211	114
" " " P. Le Blanc	211	114
Agreement	212	114
Bill of exceptions of H. and H	213	115
Order—continuance	215	116
Statement of A. T. Steele	215	116
Order—opposition, &c., submitted	216	116
Reasons for judgment	217	117
Judgment	226	121
Order—rule for new trial, and nar	227	121
Causes and grounds for do	228	122
Order refusing new trial	229	122
Order granting appeal	230	123
Appeal bond	230	123
Notice of seizure	231	124
Notice to appoint appraisers	232	124
Clerk's certificate to transcript	233	124
Opinion of Supreme Court	235	125
Supplemental petition	238	126
Suggestion of Heron's death, and continuance	239	126
Amended petition	240	127
Supplemental petition	241	127

	Original.	Print.
Answer of Mrs. Heron and of Mrs. Conrad	242	127
Agreement of counsel	243	128
Propositions on which opinion of court was asked, A	244	128
" " " B	246	130
Argument and submission of cause	248	130
Plaintiff's evidence, No. 1. Sale by La. Bank to C. Ford	249	131
" " 2. Petition for probate of Ford's will, &c	257	136
" " 3. Sale from Mrs. Ford to Jno. T. Jeter	265	141
" " 4. Deposition of E. Chapman	268	143
" " 5. Deposition of E. Chapman	272	144
" " 6. Deposition of P. Norwood	286	150
" " 7. Deposition of M. C. Shaffer	299	155
Defendants' evidence, No. 1. Deposition of —— Mullet	307	159
" " 2. Deposition of E. L. Goold	312	162
" " 3. Deposition of Comstock and Johnson	314	163
Opinion of the court	338	174
Judgment	341	176
Petition for writ of error, filed 12th October, 1857	342	176
Order allowing do., 12th October, 1857	343	177
Petition for writ of error, filed 17th February, 1858	344	177
Order allowing do., 17th February, 1858	345	178
Bond for writ of error, filed 11th March, 1858	346	178
Clerk's certificate to transcript	348	179
Writ of error	349	179
Citation and service	350	180

Pleas and proceedings before the honorable the Circuit Court of the United States in and for the fifth judicial circuit of the United States and the eastern district of the State of Louisiana, at the April term, A. D. 1857, of the said court, held at the city of New Orleans, in the district aforesaid, on the first day of May, A. D. 1857.

Be it remembered, that heretofore, to wit, on the twenty-fourth day of May, A. D. 1854, came John T. Jeter, by his attorney, Alex. T. Steele, esq., and filed in the clerk's office of the said court a petition in words and figures as follows, viz:

Petition.—Filed 24th May, 1854.

To the Hon. the Judges of the Circuit Court of the United States for the eastern district of Louisiana:

The petition of John T. Jeter, a citizen of the State of Louisiana, resident in New Orleans, against James Hewitt and David Heron, citizens of the State of Kentucky, temporarily within the jurisdiction of this honorable court, respectfully shows:

That on the 11th day of November, 1845, Christopher Ford owned and was in the actual and legal possession of all the following described property, both lands and slaves:

First. A certain plantation or tract of land situate on the left bank of Bayou Lafourche, about three miles below Donaldsonville, in the parish of Ascension, in this State, containing thirteen and a half arpents front on said bayou, and having such depth as thereto belongs, bounded at that time on the lower side by the lands of Bartholl Minson, and on the other side by the lands of Belthazar Alemain.

Second. A certain other tract of land also situate on the left bank of said bayou Lafourche, about three miles from the Mississippi river, measuring thirteen arpents front on said bayou by an irregular depth from twenty to thirty arpents, bounded above by the lands of Joseph Caballero, and below by the lands of the said Balthazar Alemain, together with all the buildings and improvements, stock, farming utensils, supplies, &c., to the said premises belonging or in anywise appertaining.

Third. The twenty-eight slaves, whose names are given below, with their ages at the time aforesaid, all of whom were employed at that time on the lands aforesaid: Jack, aged 19 years; Nathan, 19 years; Hanover, 20 years; Randall, 45 years; Joe, 35 years; Jack, 35 years; Richard, 22 years; Brown, 45 years; Squire, 35 years; Elijah, 23 years; Cæsar, 35 years; Charles, 22 years; Mary Ann, 50 years; Virginia, 16 years; Hannah, 65 years; Julia, 65 years; Aime, 15 years; Martha, 22 years; Latitia, 2 years; Ralph, 1 year; Sarah, 2 yrs.; Louisa, 8 years; Henry, 3 years; May, 2 years; Susan, 3 years; Aglase, 8 years; Caroline, 10 years; and William, 20 years.

Fourth. The sixty-eight slaves whose names are given below, with their ages at the time aforesaid, all of whom were then employed in the parish of East Feliciana, but have since been put upon and employed in cultivating the lands aforesaid: George Chunk, aged 35 years; William, 3 years; Jerry, 54 years; Daniel, 30 years; Lucy, 20 years; Lewis, 1 year; Charlotte, 28 years; Jim, 7 years; Sidney, 3 yrs.; Leddy, 2 years; Sylvester, 5 years; Elizabeth, 6 months; Harry Byrne, 40 years; Carter, 45 years; Sarah, 25 years; Winney, 7 years; James, 5 years; Squire, 3 years; Harrison, 2 years; David Skinner, 60 years; Cucy, 26 years, and her child and an infant; Mary Skinner, 50 years; George S., 16 years; Henry Woods, 30 years; Grace S., 5 years; Bill Martin, 25 years; Minta, 22 years; Thomas, 7 years; May, 4 years; Calvert, 3 years; Charlotte, 13 years; Emma, 9 years; John, 16 years; Rachel, 3 years; Kelly, 10 years; Albert, 2 years; Harry S., 22 years; Ben Bond, 60 years; Cassander, 55 years; Susan B., 13 years; John B., 26 years; Sarah, 25 years; Ben Bond, jr., 25 years; Satira, 22 years; Shadrick, 1 year; Robert Woods, 29 years; Cassy, 32 years; Bill, 11 years; Amanda, 3 years; Patsey, 3 months; Sylvia Briscoe, 36 years; Bill Briscoe, 14 years; Frank, 13 years; Maria, ten years; Georgeana, 3 years; Virginia, 4 yrs.; Moses Wood, 40 years; Maria Wood, 35 years; Nick, 12 years; Dally, 10 years; Sylvia, 7 years; Sarah, 5 years; Missouri, 2 years; May, 11 years; Fanny, 25 years; Matilda, 6 years; Louisa, 1 year.

That the said Christopher Ford owned and possessed all of said lands and appurtenances, and all of said slaves and their increase up to the time of his death, no one pretending so long as he lived to set up any adverse title to any part thereof.

That Chistopher Ford died about the month of November, 1849, leaving an olographic last will and testament in and by which he constituted Mrs. Louisa W. Ford, his widow, the universal legatee of all his estate, both real and personal, he having at the time of his death neither descendants nor ascendants to survive him.

That in addition to the property above named, the said Christopher Ford owned at the time of his death the following named negroes: Jack Randall, aged 22 years; Sarah Randall, aged 55 years; Becky Lee, aged 5 years; George Henry, aged 5 years; Betty, aged 5 years; Rosetta, aged 4 years; Martha, aged 1 year; Phil, aged 5 years; John, aged 1 year; Josephine, 2 years; Davy, aged 1 year; Sam, aged 2 years; Edmund, aged 4 years; Joanna, 5 years; John, 1 year; Alice and Melvina, 1 year; and about twenty children who were born from the females of the slaves aforenamed, whose names and ages your petitioner does not know, but they were all under ten years of age at the date of the death of Christopher Ford, in November, 1849.

That on the 18th day of March, 1850, by proceedings had before the district court of Louisiana for the parish of Ascension, after full proof of the death of Christopher Ford, and of the execution of the olographic will aforesaid, it was ordered to be executed.

That on the 16th day of November, 1850, by act before James H. Vandolson, a notary public, the said Mrs. Louisa W. Ford sold, transferred, and delivered to your petitioner all her right, title and interest, as universal legatee and heir to the succession of the said Christopher ford, taking from him an obligation to pay all the debts due by Ford at the time of his death, in compliance with which your petitioner has paid a very large amount of debt which was due by Christopher Ford at his death.

Your petitioner shows further, that on the 16th day of November, 1850, aforesaid, he took the actual possession of all the land and slaves aforesaid, and also of all the horses, mules, and plantation utensils belonging to and employed in cultivating said plantation; also the seed-cane necessary for planting the next crop, same 4,000 barrels of corn, a large amount of fodder, hay and provender, a stock of cattle, hogs and poultry; of all of which he became the owner by virtue of his purchase aforesaid.

That about the first day of February, 1851, James Hewitt and David Heron illegally, and contrary to your petitioner's remonstrance, took possession of all said property of every kind, and have continued to possess all of said property up to the present moment, and now possess the whole of it, and refuse to give it up, notwithstanding his urgent remonstrances.

That at the time when the said James Hewitt and David Heron thus illegally took possession of your petitioner's plantation and negroes, they took four thousand barrels of corn, worth $5,000; they took the seed-cane prepared for planting the crop of 1851 on said plantations, worth $3,000 and upwards; they took 20 head of horses and mules, worth $150 each, or in all $3,000; they took the fodder, hay, and provender prepared for the use of said plantation for the year 1851, which was worth $1,000; they took the stock of cattle, hogs, sheep, poulty, &c., worth $250; they also took all petitioner's farming and plantation utensils, mills, &c., which were worth $3,000, making in all the sum of $15,250; all of which articles and things they used, consumed, and destroyed for their own benefit; by means of all which they were benefited, and petitioner was injured to the extent of $15,250, which sum they justly owe him therefor.

That the said James Hewitt and David Heron have received the revenues of all said property for the years 1851, 1852, 1853, and before this suit can possibly be heard by this court, they will have received the revenue for the year 1854, all of which they are bound to return to your petitioner.

That the revenues of the said property were or ought to have been at least $25,000 per annum, which for four years amounts to the sum of $100,000.

Petitioner shows further, that he is not able to give the names and ages of the young negroes under ten years of age born from the mothers hereinbefore named; he therefore annexes to his petition an interrogatory to be answered by the said James Hewitt and David Heron, under oath, as required by law, within the necessary legal delays.

The premises considered, your petitioner prays that the said James Hewitt and David Heron be served with citation to answer hereto, that they be ordered to answer under oath the interrogatory annexed, and after due proceedings had in the premises, that there be judgment rendered in petitioner's favor for the property, land, and slaves aforesaid, and also for $15,250 for the value of the property consumed and destroyed by the said Hewitt and Heron in using it, and also for the sum of $100,000 for the revenues of said property for the years 1851, 1852, 1853 and 1854, and for general relief in the premises.

ALEXANDER T. STEELE,
Att'y for Pl'ff.

Interrogatory. Are there not in your possession twenty children born from the females named in this petition, but who are not themselves named therein? Please give their names and ages. If there are not, then state how many there are, and give their names and ages.

ALEX. T. STEELE,
Att'y.

Order.

Let defendants, Hewitt and Heron, and each of them, be ordered to answer the above interrogatory under oath, in writing, and within the legal delays as prayed for.

THEO. H. McCALEB,
Dist. Judge.

New Orleans, 25th May, 1854.

Plea of Jurisdiction.—Filed 19th June, 1854.

Circuit Court of the United States for the eastern district of Louisianan.

The said David Heron, who is impleaded at the suit of John J. Jeter, declines the jurisdiction of this honorable court, because, he says that he was not, when this suit was instituted, and is not now, a citizen of the State of Kentucky, and that he was, when this suit was instituted, and has ever since been, and now is a citizen of the State of Louisiana.

Wherefore he prays judgment of the court that the citation issued in this case be quashed, and that the court take no cognizance or jurisdiction of the case, &c.

D. HERON.

Sworn to and subscribed before me, this eighth day of June, 1854.

D. C. LABATT,
U. S. Commissioner in and for the eastern and southern districts of Louisiana.

EUSTIS, *of Counsel.*

Answer.—Filed March 15th, 1855.

Circuit Court of the United States for the fifth circuit and eastern district of Louisiana.

JOHN J. JETER
vs.
JAMES HEWITT and DAVID HERON.

The said defendants for answer to plaintiff's petition, or to so much thereof as they are advised it is material for them to answer, say, that they deny generally the allegations therein contained, except those expressly admitted in this answer.

1. And for further answer say, that on the day of February, 1851, at the court-house in the parish of Ascension, the land mentioned in the plaintiff's petition, together with all the improvements, stock, farming utensils, supplies, &c., &c., to the said premises belonging or in anywise appertaining, were offered at public sale by the sheriff of the parish of Ascension, together with the following named slaves on, and attached to said land, aged at the time of said sale, as follows, to wit: Nathan, aged about 23 years; Hanover, aged 26; Randall, 50; Joe, 40; Jack, 40; Richard, 27; Brown, 45; Squire, 40; Elijah, 28; Cæsar, 40; Mary Ann, 55; Virginia, 21; Hannah, 70; Julia, 70; Aimé, 20; Martha, 27; Latitia, 10; Louisa, 13; Henry, 10; Susan, 10; Aglae, 14; Caroline, 15; William, 25; Jerry, 60; Daniel, 37; Lewis, 7; Jim, 14; Sidney, 9; Sylvester, 11; Henry Byrne, 47; Sarah, 31; Minney, 14; James, 12; Squire, 8; Harrison, 8; Crecy, 32; Mary Skinner, 56; George S., 22; Griff Henry Wood, 36; Grace, 10; Minta, 28; Thomas, 12; Mary, 10; William, 8; Kitty, 16; Albert, 7; Harry S., 28; Susan B., 19; John B., 31; Sarah, 31; Satira, 27; Shadrach, 8; Robert Brooks alias Wood, 35; Cassy, 38; Bill, 17; Amanda, 9; Patsey, 6; Silvia Briscoe, 42; Bill Briscoe, 20; Frank, 18; Maria, 15; Georgiana, 10; Virginia, 12; Moses Wood, 46; Maria Wood, 40; Nick, 18; Dally, 16; Silvia, 13; Calvert, 8; Charlotte, 20; Emma, 14; John, 16; Mary, 17; Fanny, 35; Matilda, 12; Louisa, 7; Rosetta, 4; Martha, 10 months; Phil, 5 years; John, 14 months; Josephine, 2 years; Davy, 2 months; Sam, 2 years; Edmond, 4 years; Johannah, 5 years; John, 14 months; Alice and Lavinia, twins, 4 months.

That the defendants being the highest bidder, the said plantation and slaves, together with the other property, were adjudicated to them for the sum of sixty-six thousand dollars cash, which said sum was paid by them in manner and form set forth in the act of sale made by the sheriff to the defendants. That since said sale, the slaves mentioned in the annexed affidavit, which is referred to as part of this answer, have died.

That said sale was at public auction under judicial authority, being under process from the court of the fifth district of New Orleans, issued at the suit of the President, Directors and Company of the Bank of Louisiana, against said plantation, slaves, and the movables herein described; said process being granted by an order of the judge of said court, on the 16th December, 1850, under a prayer for the seizure and sale, to satisfy an hypothecary debt due to the said bank by the late Christopher Ford, as well as other hypothecary and privileged incumbrances.

That said court of the fifth district of New Orleans had jurisdiction of the case; that said sale was made after due and legal notices to the proper parties, advertisements, appraisement, and all the formalities of law being strictly complied with.

That afterwards, to wit, on or about the 6th of September, 1851, in the parish of Ascension, at a certain sheriff's sale, made under an alias writ of seizure and sale from the said court of the fifth district of New Orleans, in the suit aforesaid, against the plantation, slaves, and property aforesaid, these defendants became the purchasers of four certain other slaves—to wit, Sarah Randall, a negro woman, slave, aged about fifty-five years; Becke Su, or Lu, aged about five years; George Henry, aged about five years, and Betty, aged about five years—for the sum of eight hundred dollars cash, then and there, by these defendants.

That said sale was at public auction under judicial authority, and was made after due and legal notices to the proper parties, advertisements, appraisement, and all the formalities of the law being strictly complied with, and that the sheriff made a deed thereof to the defendants, as in the other sale.

That all this will more fully appear by the deeds of sale by the sheriff, which have been duly executed and recorded, copies of which are hereunto annexed as part of this answer.

That by virtue of the adjudications aforesaid, the defendants then and there, and by said sheriff, were put in peaceable possession of said plantation, slaves and property, of which they are the bona fide owners, for a valuable and adequate consideration.

That the said sales were made, prices paid, possession delivered to these defendants by and with the knowledge, privity, and consent of the said plaintiff; that they have expended large sums of money in the draining of said lands, and in buildings and improvements necessary for their cultivation, to an amount exceeding forty thousand dollars. By reason of all which the plaintiff is estopped

3813

from calling in question the title of the defendants to the said plantation, slaves and property.

2. And for further answer these defendants say, that afterwards, to wit, in the month of April, 1852, before the said court of the fifth district of New Orleans, under whose authority the said sales were made, these defendants filed their prayer for a monition, under the statute of the State, for the purpose of confirming their title to the said plantation, slaves and property, mentioned in the said deeds of sale.

That afterwards, to wit, in November, 1852, after due proceedings had and the requisites of said statute of the State being fully complied with, the said court of the fifth district of New Orleans rendered a final judgment confirming the titles of these defendants to the said plantation, slaves and property, in the sheriff's deeds of sale, saving and reserving the opposition to said monition, filed by Mrs. Ford, the surviving widow of the late Christopher Ford; that, on said opposition, judgment was rendered by the said court in her favor, which judgment was, on appeal, reversed by judgment of the Supreme Court, rendered in May, 1854. By reason of all which the title of these defendants stands confirmed, and her opposition dismissed.

That the plaintiff was really, in point of fact, the only party antagonist to the defendants in said monition proceedings, the said Mrs. Ford having previously transferred to the said plaintiff all her right, title, and interest in the succession of her husband; having abandoned the succession and having no right or quality to represent the same; having permanently departed from the State, and the plaintiff using her name for his own exclusive benefit.

That all the matters and things heretofore set forth and pleaded will more fully appear by the record of the suit of the said Bank of Louisiana vs. Christopher Ford, No. 4,297, and all the proceedings therein, as well as the record of the Supreme Court on the appeal No. 3,238, and the judgment thereof.

Defendants contend, by reason of this, that the said plaintiff is technically bound by the judgment aforesaid, and cannot question the title of the defendants.

3. And for further answer these defendants say, that the said plaintiff bid, at the sheriff's sale first aforesaid, and tried to purchase the said plantation, slaves, and property thus offered for sale, and thereby induced these defendants to believe that the same was to be sold at the public sale, and by reason thereof is estopped from questioning the title of these defendants.

4. And for further answer the said defendants say, that true it is, as alleged by the said plaintiff, that he the said plaintiff bound himself to the said Mrs. Ford to pay and satisfy all the debts of the said Christopher Ford, and that the mortgage, debts, and incumbrances on the estate of the said Christopher Ford, which

these defendants paid to the extent of their purchase money aforesaid, were severally debts due by the said plaintiff; and having by his acts induced, requested, and obliged these defendants to pay them, he is not permitted in law to disturb the purchases of these defendants.

5. And further answer these defendants say, that the said plaintiff cannot maintain this action against them, he not having tendered to them the money expended in improvements or that thus paid by them at his instance and request, and not offering to pay the same or any part thereof.

6. And the said defendants for further answer say, that by formal act of warranty passed before A. C. Ainsworth, notary public, on the 11th of April, 1851, a copy of which said act is referred to as part of this answer, the said plaintiff ratified and confirmed the title of the said defendants to said plantation bought by them, and by reason thereof reaffirmed the validity of said sheriff's sale, which had then been executed.

By reason of all which the defendants pray for judgment against the plaintiffs, and to be quieted forever in their title to the possession and ownership of said plantation, slaves, and property, with their reasonable costs, and for such aid and relief as the nature of the case requires.

GEO. EUSTIS, Jr.

Geo. Eustis, *of Counsel.*

Transcript referred to in the foregoing Answer.

List of slaves, filed 15th March, 1855.

C. C. U. S. 5th circuit and eastern district of Louisiana.

Jeter
vs.
Hewitt and Heron.

The said David Heron to the interrogatories propounded by the plaintiff answereth, that he has not in his possession twenty children born as stated in the interrogatories; that the only children in his possession, or that of James Hewitt, being the issue of Moses, formerly belonging to the of Ford, and purchased by them at sheriff's sale as stated in their answer, and born since said , are the following: *Beety*, 3 years old, and Mary Jane, 18 months, children of Charlotte Woods; Emile, 18 months old, and Moses, 2 months, children of Mary Woods; Abram, 2 years old, and Robert, 2 months old, children of Martha *Glenn;* Benjamin, 2 years old, child of Sarah Bend; Edward, 2 years old, child of Sarah Curtin; Harriett, 14 months old, child of Minta; Jim, 2 years old, child of Crecy; Jack, one month old, child of Fanny Beader; James Henry, one month old, child of Kitty Render; Evaline Troy, one month old, child of Winney; Milley, 6 months old, child of Virginia.

And further answering he saith, the following named slaves included in said sheriff's sale as aforesaid have died since the day thereof, to wit: Brown, Elijah, Hannah, Julia, William, Terry, Lewis, Crecy, William, aged about 8; Harry Sinner, John Bend, Edmond, John and Martha, and Randal, their ages being about as follows, viz: Brown, 45; Elijah, 28; Hannah, 70; Julia, 70; William, 25; Terry, 60; Louis, 7; Crecy, 32; William, 8; Harry Skinna, 28; John Bond, 31; Edmond, 4; John, 14 months; Martha, 10 months, and Randale, about 50.

(Signed) D. HERON.

Sworn to and subscribed before me this 14th March, 1855.

(Signed) T. W. GARLEY, *Clerk.*
Per T. C. LAVILLE, *D. C'k.*

State of Louisiana, Fifth District Court of New Orleans.

No. 4,297.

President, Directors and Company of the
Bank of Louisiana
vs.
Christopher Ford.

Petition.—Filed 16th December, 1850.

To the Honorable the Judge of the Fifth District Court of New Orleans:

The petition of the President, Directors, and Company of the Bank of Louisiana, residing in New Orleans, respectfully shows:

That Christopher Ford, who was of Virginia, and resided in parish of Ascension, is indebted to petitioners in the sum of twelve thousand dollars, besides other large sums of money; that these twelve thousand dollars were loaned to him by petitioners on the 11th November, 1845, and payable on the 11th November, 1846, as will appear by the obligation annexed; that to secure said loan, shown by the said bond, and under their charter bearing eight per cent. from its maturity, the said Ford mortgaged to petitioners a plantation situated on the left bank of the Bayou Lafourche, about three miles below Donaldsonville, parish of Ascension, in this State, containing thirteen and a half arpents front on said bayou, and having such depth as thereto belongs, bounded on the lower side by the land of Berthole Minson, and on the other side by the land of Balthazar Alemain.

2dly. On another tract of land, also situated on the left bank of the said Bayou Lafourche, about three miles from Mississippi river, measuring thirteen arpents front on said bayou, by an irregular depth from twenty to thirty arpents, bounded above by the lands of Joseph Caballero, and below by the lands of said Balthazar Alemain, together with all the improvements, stock, farming these defendants paid to the extent of their purchase money aforesaid, were severally debts due by the said plaintiff; and having by his acts induced, requested, and obliged these defendants to pay them, he is not permitted in law to disturb the purchases of these defendants.

5. And further answer these defendants say, that the said plaintiff cannot maintain this action against them, he not having tendered to them the money expended in improvements or that thus paid by them at his instance and request, and not offering to pay the same or any part thereof.

6. And the said defendants for further answer say, that by formal act of warranty passed before A. C. Ainsworth, notary public, on the 11th of April, 1851, a copy of which said act is referred to as part of this answer, the said plaintiff ratified and confirmed the title of the said defendants to said plantation bought by them, and by reason thereof reaffirmed the validity of said sheriff's sale, which had then been executed.

By reason of all which the defendants pray for judgment against the plaintiffs, and to be quieted forever in their title to the possession and ownership of said plantation, slaves, and property, with their reasonable costs, and for such aid and relief as the nature of the case requires.

GEO. EUSTIS, Jr.

Geo. Eustis, *of Counsel.*

Transcript referred to in the foregoing Answer.

List of slaves, filed 15th March, 1855.

C. C. U. S. 5th circuit and eastern district of Louisiana.

Jeter
vs.
Hewitt and Heron.

The said David Heron to the interrogatories propounded by the plaintiff answereth, that he has not in his possession twenty children born as stated in the interrogatories; that the only children in his possession, or that of James Hewitt, being the issue of Moses, formerly belonging to the of Ford, and purchased by them at sheriff's sale as stated in their answer, and born since said , are the following: *Beety*, 3 years old, and Mary Jane, 18 months, children of Charlotte Woods; Emile, 18 months old, and Moses, 2 months, children of Mary Woods; Abram, 2 years old, and Robert, 2 months old, children of Martha *Glenn;* Benjamin, 2 years old, child of Sarah Bend; Edward, 2 years old, child of Sarah Curtin; Harriett, 14 months old, child of Minta; Jim, 2 years old, child of Crecy; Jack, one month old, child of Fanny Beader; James Henry, one month old, child of Kitty Render; Evaline Troy, one month old, child of Winney; Milley, 6 months old, child of Virginia.

And further answering he saith, the following named slaves included in said sheriff's sale as aforesaid have died since the day thereof, to wit: Brown, Elijah, Hannah, Julia, William, Terry, Lewis, Crecy, William, aged about 8; Harry Sinner, John Bend, Edmond, John and Martha, and Randal, their ages being about as follows, viz: Brown, 45; Elijah, 28; Hannah, 70; Julia, 70; William, 25; Terry, 60; Louis, 7, Crecy, 32; William, 8; Harry Skinna, 28; John Bond, 31; Edmond, 4; John, 14 months; Martha, 10 months, and Randale, about 50.

(Signed) D. HERON.

Sworn to and subscribed before me this 14th March, 1855.

(Signed) T. W. GARLEY, *Clerk.*
Per T. C. LAVILLE, *D. C'k.*

State of Louisiana, Fifth District Court of New Orleans.

No. 4,297.

PRESIDENT, DIRECTORS AND COMPANY OF THE BANK OF LOUISIANA
vs.
CHRISTOPHER FORD.

Petition.—Filed 16th December, 1850.

To the Honorable the Judge of the Fifth District Court of New Orleans:

The petition of the President, Directors, and Company of the Bank of Louisiana, residing in New Orleans, respectfully shows:

That Christopher Ford, who was of Virginia, and resided in parish of Ascension, is indebted to petitioners in the sum of twelve thousand dollars, besides other large sums of money; that these twelve thousand dollars were loaned to him by petitioners on the 11th November, 1845, and payable on the 11th November, 1846, as will appear by the obligation annexed; that to secure said loan, shown by the said bond, and under their charter bearing eight per cent. from its maturity, the said Ford mortgaged to petitioners a plantation situated on the left bank of the Bayou Lafourche, about three miles below Donaldsonville, parish of Ascension, in this State, containing thirteen and a half arpents front on said bayou, and having such depth as thereto belongs, bounded on the lower side by the land of Berthole Minson, and on the other side by the land of Balthazar Alemain.

2dly. On another tract of land, also situated on the left bank of the said Bayou Lafourche, about three miles from Mississippi river, measuring thirteen arpents front on said bayou, by an irregular depth from twenty to thirty arpents, bounded above by the lands of Joseph Caballero, and below by the lands of said Balthazar Alemain, together with all the improvements, stock, farming utensils, supplies, to the plantation or premises belonging or in anywise appertaining; also the following slaves employed on said plantation, and their future increase: Jack, then aged 19; Nathan, 19 ; Hanover, 29 ; Randall, 45 ; Jos, 35 ; Jack, 35 ; Richard, 22 ; Brown, 45; Squire, 35; Elijah, 23 ; Cæsar, 35 ; Charles, 22 ; Mary Ann, 50; Virginia, 16; Hannah, 65; Julia, 65; Anne, 15; Martha, 22; Letitia, 3; Ralph, 1; Sarah, 2; Louisa, 8; Henry, 3; Mary, 2; Suzan, 3; Aglaé, 8; Caroline, 10; William, 20; George Clarke, 35; Terry, 54; David, 30; Lucy, 20; Lewis, 1; Charlotte, 28; Jim, 7; Sidney, 3 ; Lydy, 2 ; Sylvester, 5 ; Elizabeth, 6 months; Henry Byrne, 40; Carter, 45; Sarah, 25; Winny, 7; James, 5; Squire, 3; Harrison, 2; Lucy Skinner, 60; Crecy, 26; Cracy, child, (infant;) Mary Skinner, 50; George S., 16; Henry Wood, 30; Grace S., 5; Bill Martin, 25 ; Minta, 22 ; Thomas, 7 ; Mary, 4; William, 3; Kitty, 10; Albert, 2; Henry S., 22; Ben Bond, 60; Casandra, 55; Susan B., 13; John B., 26; Sarah, 25; Ben Bond jr., 25; Satira, 22; Shadwell, 1; Robert Wood, 29; Casey, 32; Bill, 11; Amanda, 3; Patsy, 3 months; Sylvia Briscoe, 36 ; Bill Briscoe, 14; Frank, 13; Maria, 10; Georgiana, 3; Virginia, 4; Moses Wood, 40; Maria Wood, 35; Urick, 12; Dolly, 10; Sylvia, 7; Sarah, 5; Calvert, 3; Charlotte, 13 ; Emma, 9; John, 16; Rachel, 3; Missouri, 2; Mary, 11; Fanny, 25 ; Matilda, 6 ; Louisa, 1—promising not to alienate or deteriorate the said property and slaves to the prejudice of the said mortgage.

And your petitioners show that the said debt has long since been due, with interest, as aforesaid. The same has not been paid.

Wherefore your petitioners pray that seizure and sale of said land and slaves may be ordered by your honor to satisfy said debt and interest and costs, and for all other relief, as the said Ford, in his mortgage, did waive the jurisdiction of any other court than a court of competent jurisdiction in the city of New Orleans, agreeing that in case of non-payment that process might issue from your hon. court.

(Signed) L. PEIRCE, *Att'y.*

Order.

Let executory process issue in this case as prayed for, and according to law.

(Signed) A. M. BUCHANAN, *Judge.*

16th December, 1850.

Bond.—Filed with petition 16th Dec'ber, 1850.

I, the undersigned, Christopher Ford, of the county of Amelia, and State of Virginia, do acknowledge myself to be indebted unto the President, Directors, and Company of the Bank of Louisiana, in the sum of twelve thousand dollars, being for a loan of money this day made to me by the said corporation, confessing to have received the amount of said loan ; which said sum of twelve thousand dollars I bind myself and also my heirs, executors, and administrators, to pay to the said President, Directors, and Company of the Bank of Louisiana on the eleventh day of Nov'ber, in the year of our Lord eighteen hundred and forty-six, fixed.

In testimony whereof, I have hereunto set my hand and seal this eleventh day of November, anno Domini 1845.

(Signed) CHRIS'HER FORD.

In presence of—
(Signed) H. RARESHIDE, }
WILLIAM H. CHRISTY, } *Wit's.*

The payment of this obligation is secured by an act of hypothecation passed before me this eleventh day of November, 1845.

(Signed) WM. CHRISTY,
Notary Public.

Mortgage from Christopher Ford to Bank of Louisiana.

Filed with petition 11th November, 1850.

STATE OF LOUISIANA,
City of New Orleans.

Be it remembered that on this eleventh day of November, in the year of our Lord one thousand eight hundred and forty-five, before me, William Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and qualified, personally came and appeared Christopher Ford, of Amelia county, State of Virginia, who declared, that whereas he has this day made his obligation in favor of the President, Directors, and Company of the Bank of Louisiana, for the sum of twelve thousand dollars, payable on the eleventh day of November, A. D. 1846, being for a loan of money granted by said corporation to said appearer, which sum he acknowledged to have received, which obligation is by me identified with these presents:

Now therefore, to secure the full and punctual payment of the said sum of money according to the tenor of the said obligation, the said appearer declared that he does, by these presents, mortgage and hypothecate unto the said President, Directors, and Company of the Bank of Louisiana, all and singular the property and slaves hereinafter described, to wit:

First. A certain plantation or tract of land, situate on the left bank of Bayou Lafourche, about three miles below Donaldsonville, parish of Ascension, in this State, containing thirteen and a half arpents front on said bayou, and having such depth as thereto belongs, bounded on the lower side by the lands of Barthole Minson, and on the other side by the lands of Balthazar Alemain.

Second. A certain other tract of land, also situate on the left bank of the said Bayou Lafourche, about three miles from the Mississippi river, measuring thirteen arpents front on said bayou, by an irregular depth from twenty to thirty arpents, bounded above by the lands of Joseph Cabellero, and below by the lands of said Balthazar Alemain, together with all the buildings and improvements, stock, farming utensils, supplies, &c., &c., to the said premises belonging or in any wise appertaining.

Also the following named and described slaves now employed and belonging to the said plantation, together with their future increase, to wit:

Names.	Ages.	Color.	Names.	Ages.	Color.
Jack	19		Jos	35	
Nathan	19		Jack	35	
Hanover	20		Richard	22	
Randal	45		Brown	45	
Squire	35		Harry Byrne	40	Bl'k.
Elijah	23		Carter	45	"
Cæsar	35		Sarah	25	"
Charles	22		Winny	7	"
Mary Ann	50		James	5	"
Virginia	16		Squire	3	"
Hannah	65		Harrison	2	"
Julia	65		Davy Skinner	60	"
Aime	15		Crecy	26	Griff.
Martha	22		Cracy's child	Infant.	"
Letitia	3		Mary Skinner	50	"
Ralph	1		George S	16	"
Sarah	...		Henry Wood	30	"
Louisa	8		Grace S	5	"
Henry	3		Bill Martin	25	"
Mary	2		Minta	22	"
Susan	3		Thomas	7	"
Aglaye	8		Mary	4	"
Caroline	10		William	3	"
William	20		Kitty	10	"
George	35	Bl'k	Albert	2	"
Terry	54	"	Harry S	22	"
Daniel	30	"	Ben. Bond	60	"
Lucy	20	"	Cassendra	55	"
Lewis	1	"	Susan B	13	"
Charlotte	28	"	John B	26	"
Jim	7	"	Sarah	25	"
Sidney	3	"	Ben Bond, jr	25	"
Lydy	2	"	Satira	22	"
Sylvester	5	"	Shadwick	1	"

List—Continued.

Names.	Ages.	Color.	Names.	Ages.	Color.
Elizabeth	6 mos.	Bl'k.	Robert Wood	29	Griff.
Casey	32	"	Dolly	10	Yellow.
Bill	11	"	Sylvia	7	"
Amanda	3	"	Sarah	5	"
Patsey	3 mos.	"	Calvert	3	"
Sylvia Briscoe	36	"	Charlotte	13	"
Bill Briscoe	14	"	Emma	9	"
Frank	13	"	John	16	Bl'k.
Maria	10	"	Rachel	3	"
Georgiana	3	"	Missouri	2	Yellow.
Virginia	4	"	Mary	11	"
Moses Wood	40	Yellow.	Fanny	25	Bl'k.
Maria Wood	35	"	Matilda	"	"
Nick	12	"	Louisa	"	"

The said property and the first named 28 slaves were acquired by the said Ford by an act passed this day in this office from the said President, Directors and Company of the Bank of Louisiana, and those of the New Orleans Canal and Banking Company, the balance of the said slaves being owned by the said mortgage at the time of the said purchase.

The said Ford promising and hereby engaging not to alienate, deteriorate, or encumber the said mortgaged premises and slaves, or any portion thereof, to the prejudice of this mortgage, and hereby confessing judgment for the said sum of money to be paid as aforesaid. And the said Ford further declared that he does renounce for himself and his heirs the benefit of any laws heretofore promulgated or enacted, or which may be hereafter made or promulgated, requiring property seized, or any species of execution, to be appraised or sold on any credit whatsoever, he, the said appearer, hereby consenting and agreeing that if the said sum of twelve thousand dollars shall not be paid when the same shall become due, according to the tenor and effect of the said obligation, and of this act, and according to the true intent and meaning of an act of the legislature of the State of Louisiana, passed on the seventh day of April, in the year of our Lord one thousand eight hundred and twenty-four, entitled "An act to incorporate the subscribers to the Bank of Louisiana," then the said president, directors and company may obtain an order of seizure and sale, and sell the above described mortgaged premises and slaves by public auction to the highest bidder for cash, and without appraisement, after an advertisement for thirty days.

And the said Ford does, by these presents, waive his privilege and right to be sued or proceeded against upon the said mortgage in any district other than the first judicial district of this State of Louisiana, and consents that all process on account of the debt as above incurred and acknowledged may issue from the district court for the first judicial district, or any other court of competent jurisdiction in the city of New Orleans now existing, or which may be hereafter established, under the new constitution of this State.

And here the said Ford further declared that the said property and slaves are not affected by any general or tacit mortgage against him further than is herein stated, and that, to the best of his information or belief, the said property and slaves are clear from incumbrance or general mortgage against any of the parties through whom his titles are derived.

And here personally came and appeared Robert M. Davis, esq., cashier of the said Bank of Louisiana, and herein acting in his capacity as such, who declared that he accepts this mortgage for and on behalf of the said institution; and as no incumbrance could have been placed upon the said property and slaves by the said Ford since his purchase thereof, the usual mortgage certificate and certificate of non-alienation, to be annexed to this mortgage, are hereby dispensed with on the part of the said bank.

This done and passed in my office at the said city of New Orleans, in the presence of William H. Christy and Henry Rareshide, witnesses of lawful age, and domiciliated in this city, who hereunto sign their names, together with the said appearers and me, said notary, on the day and date set forth in the caption hereof.

Original signed: Christ'r Ford; R. M. Davis, Cashier; Wm. H. Christy, H. Rareshide; Wm. Christy, Not. Pub.

I certify the foregoing to be a true copy from the original on file and of record in my office.

In faith whereof I grant these presents under my signature and seal of office at New Orleans, this 12th day of November, '45.

(Signed) WM. CHRISTY, [SEAL.]
Notary Public.

I, the undersigned, Edward Duffel, parish judge and ex-officio recorder of mortgages in and for the parish of Ascension, do hereby certify that I have this day recorded the aforegoing copy in my office, book of Conventional Mortgages No. 8, pages 267, 268, and 269.

In testimony whereof I hereunto set my hand and seal of office at the parish of Ascension, State of Louisiana, this thirteenth day of November, (1845,) eighteen hundred and forty-five.

(Signed) EDWARD DUFFEL, [SEAL.]
Judge and Recorder of Mortgages.

Writ of Seizure and Sale.

Fifth District Court of New Orleans.

The State of Louisiana to the Sheriff of the Parish of Ascension, greeting:

No. 4,297.—President, Directors & Company of Bank of Louisiana vs. Christ'er Ford. You are hereby commanded, in the name of the State of Louisiana, and of the fifth district court of New Orleans, to seize and sell according to law the following described mortgaged property, to wit: A certain plantation or tract of land, situate on the left bank of Bayou Lafourche, about three miles belaw Donaldsonville, parish of Ascension, in this State, containing thirteen and a half arpents front on said bayou, and having such depth as thereto belongs, bounded on the lower side by the lands of Berthole Minson, and on the other side by the lands of Balthazar Alemain.

2d. A certain other tract of land, also situate on the left bank of the said Bayou Lafourche, about three miles from the Mississippi river, measuring thirteen arpents front on said bayou by an irregular depth from twenty to thirty arpents, bounded above by the lands of Joseph Caballero, and below by the lands of said Balthazar Alemain, together with all the buildings and improvements, stock, farming utensils, supplies, &c., &., to the said premises belonging or in anywise appertaining.

And also the following named slaves, together with their future increase, to wit:

Jack, 19 years; Nathan, 19; Hanover, 20 years; Randall, 45; Jos., 35 years; Jack, 35 years; Richard, 22 years; Brown, 45; Squire, 35; Elijah, 23; Cæsar, 35; Charles, 22; Mary Ann, 50; Virginia, 16; Hannah, 65; Julia, 65; Aime, 15; Martha, 22; Letitia, 3; Ralph, 1; Sarah, 2; Louisa, 8; Henry, 3; Mary, 2; Susan, 3; Aglae 8; Caroline, 10; William, 20; George Clark, 35; Perry, 54; Daniel, 30; Lucy, 20; Lewis, 1; Charlotte, 28; Jim, 7; Sydny, 3; Liddy, 2; Sylvester, 5; Elizabeth, 6 mo.; Henry Bryne, 40; Carter, 45; Sarah, 25; Winny, 7; James, 5; Squire, 3; Harrison, 2; Davy Skinner, 60; Crecy, 26; Crecy's child, (infant;) Mary Skinner, 50; George S., 16; Henry Woods, 30; Grace S., 5; Griff Bill Martin, 25; Minta, 22; Thomas, 7; Mary, 4; William, 3; Kitty, 10; Albert, 2; Harry S., 22; Ben Bond, 60; Casandra, 55; Susan B., 13; John B., 26; Sarah, 25; Ben Bond, jr., 25; Satira, 22; Shadwick, 1; Robert Woods, 29; Cassey, 32; Bill, 11; Amanda, 3; Patsey, 3 mos.; Sylvia Briscoe, 36; Bill Briscoe, 14; Frank, 13; Maria, 10; Georgiana, 3; Virginia, 4; Moses Wood, 40; Maria Woods, 35; Nick, 12; Dolly, 10; Sylvia, 7; Sarah, 5; Calvert, 3; Charlotte, 13; Emma, 9; John, 16; Rachel, 3; Missouri, 2; Mary, 11; Fanny, 25; Matilda, 6; Louisa, 1;—to satisfy plaintiff's claims herein, to wit, the sum of twelve thousand dollars, with interest thereon at the rate of eight per centum per annum from the eleventh day of November, 1846, until paid, and the costs of this suit; and in what manner you shall have executed this writ, you make return thereof to our said court on or before the third Monday of February, 1851, next.

Witness the Honorable A. M. Buchanan, judge of our said court, at the city of New Orleans, this 16th day of December, in [SEAL.] the year of our Lord eighteen hundred and fifty, and in the 75 year of the independence of the United States.

(Signed) A. BOISBLAVE, *Dep. Cl'k.*

Sheriff's Return.

Received the within process on the 17th of December, 1850.

(Signed) J. T. COMSTOCK, *Sheriff.*

Rec'd the within process on the day hereon endorsed, and on the eighteenth of the same month and year executed said writ by seizing and taking into my possession the following described mortgaged property, to wit:

A certain plantation or tract of land, situate on the left bank of the Bayou Lafourche, about three miles below Donaldsonville, parish of Ascension, in this State, containing thirteen and a half arpents front on said bayou, and having such depth as thereto belongs; bounded on the lower side by lands of Berthole Minson, and on the other side by lands of Balthazar Alemain.

2d. A certain other tract of land, also situate on the left bank of said Bayou Lafourche, about three miles from the Mississippi river, measuring thirteen arpents front on said bayou, by an irregular depth from twenty to thirty arpents, bounded above by lands of Joseph Caballero, and below by lands of said Balthazar Alemain, together with all the buildings and improvements, stock, farming utensils, supplies, &c., &c., to the said premises belonging or anywise appertaining.

And also the following named slaves, aged at the time of said seizure as follows, to wit: Nathan, aged about 23 years; Hanover, 26; Randal, 50; Joe, 40; Jack, 40; Richard, 27; Brown, 45; Squire, 40; Elijah, 28; Cæsar, 40; Mary Ann, 55; Virginia, 21; Hannah, 70; Julia, 70; Anne, 20; Martha, 27; Letitia, 10; Louisa, 13; Henry, 10; Susan, 10; Aglae, 14; Caroline, 15; William, 25; Terry, 60; Daniel, 37; Louis, 7; Jim, 14; Sydney, 9; Sylvester, 11; Henry Byrne, 47; Sarah, 31; Winny, 14; James, 12; Squire, 8; Harrison, 8; Crecy, 32; Mary Skinner, 56; George S., 22; Griff Henry Woods, 36; Grace, 10; Minta; 28; Thomas, 12; Mary, 10; William, 8; Kitty, 16; Albert, 7; Harry S., 28; Susan B., 19; John B., 31; Sarah, 31; Satira, 27; Shadrack, 8; Robert Brook, alias Woods, 35; Cassy, 38; Bill, 17; Amanda, 9; Patsey, 6; Sylvia Briscoe, 42; Bill Briscoe, 20; Frank, 18; Maria, 15; Georgiana, 10; Virginia, 12; Moses Woods, 46; Maria Woods, 40; Nick, 18;

Dolly, 16; Sylvia, 13; Calvert, 8; Charlotte, 20; Emma, 14, John, 16; Mary, 17; Fanny, 35; Matilda, 12; Louisa, 7; Rosetta, 4; Martha, 10 mos.; Phil, 5 years; John, 14 months; Josephine, 2 years; David, 2 months; Sam, 2 years; Edmond, 4 years; Johanna, 5 years; John, 14 months; Alice and Malvina, twins, 4 months; which property, after the legal delay and fulfilling all the farmalities required by law, was offered for sale in the court-house, in the town of Donaldsonville, in block, on Saturday, the first day of Feb'ry, eighteen hundred and fifty-one, (1851,) at 11 o'clock a. m., for cash, and adjudicated to James Hewitt and David Heron, of the city of New Orleans, for the full price and sum of sixty-six thousand dollars cash ($66,000.) Therefore, I make this, my return, at the parish of Ascension, on this twelfth day of February, eighteen hundred and fifty-one.

(Signed) J. T. COMSTOCK, *Sheriff.*

Supplemental Petition.—Filed 25 Feb'ry, 1851.

To the Honorable the Judge of the Fifth District Court of New Orleans:

The petition of the President, Directors, and Company of the Bank of Louisiana, in the matter of the Bank of Louisiana vs. Chiristopher Ford, respectfully shows, that sheriff of the parish of Ascension has omitted in his process of seizure and sale to seize and sell five slaves mortgaged to petitioners by the said Ford, to wit: Jack Randall, aged 22; Sarah Randall, 55; Beeby See, or Lee, 5; George Henry, 5; Betty, 5; wherefore it is prayed that a supplemental order may issue accordingly for process of seizure and sale of said slaves.

(Signed) L. PEIRCE, *Att'y.*

Order.

Let this supplemental petition be filed, and let an alias writ of seizure and sale issue as prayed for and according to law.

25th February, 1851.

(Signed) A. M. BUCHANAN, *Judge.*

Alias Writ of Seizure and sale issued 25th Feb'y, 1851.

Vide Document No. 4, page 115.

Petition of Jas. Hewitt and David Heron for a Monition.—Filed 29th April, 1852.

The State of Louisiana, to the Honorable the Judge of the Fifth Judicial District Court of New Orleans, State aforesaid.

The petition of James Hewitt and David Heron, both of the city of New Orleans, respectfully represents: that at a public sale made by John L. Comstock, the sheriff of the parish of Ascension, State of Louisiana, on Saturday the first day of February, in the year of thereon at the rate of eight per centum per annum from the eleventh day of November, 1846, until paid, and the costs of this suit; and in what manner you shall have executed this writ, you make return thereof to our said court on or before the third Monday of February, 1851, next.

Witness the Honorable A. M. Buchanan, judge of our said court, at the city of New Orleans, this 16th day of December, in [SEAL.] the year of our Lord eighteen hundred and fifty, and in the 75 year of the independence of the United States.

(Signed) A. BOISBLAVE, *Dep. Cl'k.*

Sheriff's Return.

Received the within process on the 17th of December, 1850.

(Signed) J. T. COMSTOCK, *Sheriff.*

Rec'd the within process on the day hereon endorsed, and on the eighteenth of the same month and year executed said writ by seizing and taking into my possession the following described mortgaged property, to wit:

A certain plantation or tract of land, situate on the left bank of the Bayou Lafourche, about three miles below Donaldsonville, parish of Ascension, in this State, containing thirteen and a half arpents front on said bayou, and having such depth as thereto belongs; bounded on the lower side by lands of Berthole Minson, and on the other side by lands of Balthazar Alemain.

2d. A certain other tract of land, also situate on the left bank of said Bayou Lafourche, about three miles from the Mississippi river, measuring thirteen arpents front on said bayou, by an irregular depth from twenty to thirty arpents, bounded above by lands of Joseph Caballero, and below by lands of said Balthazar Alemain, together with all the buildings and improvements, stock, farming utensils, supplies, &c., &c., to the said premises belonging or anywise appertaining.

And also the following named slaves, aged at the time of said seizure as follows, to wit: Nathan, aged about 23 years; Hanover, 26; Randal, 50; Joe, 40; Jack, 40; Richard, 27; Brown, 45; Squire, 40; Elijah, 28; Cæsar, 40; Mary Ann, 55; Virginia, 21; Hannah, 70; Julia, 70; Anne, 20; Martha, 27; Letitia, 10; Louisa, 13; Henry, 10; Susan, 10; Aglae, 14; Caroline, 15; William, 25; Terry, 60; Daniel, 37; Louis, 7; Jim, 14; Sydney, 9; Sylvester, 11; Henry Byrne, 47; Sarah, 31; Winny, 14; James, 12; Squire, 8; Harrison, 8; Crecy, 32; Mary Skinner, 56; George S., 22; Griff Henry Woods, 36; Grace, 10; Minta; 28; Thomas, 12; Mary, 10; William, 8; Kitty, 16; Albert, 7; Harry S., 28; Susan B., 19; John B., 31; Sarah, 31; Satira, 27; Shadrack, 8; Robert Brook, alias Woods, 35; Cassy, 38; Bill, 17; Amanda, 9; Patsey, 6; Sylvia Briscoe, 42; Bill Briscoe, 20; Frank, 18; Maria, 15; Georgiana, 10; Virginia, 12; Moses Woods, 46; Maria Woods, 40; Nick, 18;

Dolly, 16; Sylvia, 13; Calvert, 8; Charlotte, 20; Emma, 14, John, 16; Mary, 17; Fanny, 35; Matilda, 12; Louisa, 7; Rosetta, 4; Martha, 10 mos.; Phil, 5 years; John, 14 months; Josephine, 2 years; David, 2 months; Sam, 2 years; Edmond, 4 years; Johanna, 5 years; John, 14 months; Alice and Malvina, twins, 4 months; which property, after the legal delay and fulfilling all the farmalities required by law, was offered for sale in the court-house, in the town of Donaldsonville, in block, on Saturday, the first day of Feb'ry, eighteen hundred and fifty-one, (1851,) at 11 o'clock a. m., for cash, and adjudicated to James Hewitt and David Heron, of the city of New Orleans, for the full price and sum of sixty-six thousand dollars cash ($66,000.) Therefore, I make this, my return, at the parish of Ascension, on this twelfth day of February, eighteen hundred and fifty-one.

(Signed) J. T. COMSTOCK, *Sheriff.*

Supplemental Petition.—Filed 25 Feb'ry, 1851.

To the Honorable the Judge of the Fifth District Court of New Orleans:

The petition of the President, Directors, and Company of the Bank of Louisiana, in the matter of the Bank of Louisiana vs. Chiristopher Ford, respectfully shows, that sheriff of the parish of Ascension has omitted in his process of seizure and sale to seize and sell five slaves mortgaged to petitioners by the said Ford, to wit: Jack Randall, aged 22; Sarah Randall, 55; Beeby See, or Lee, 5; George Henry, 5; Betty, 5; wherefore it is prayed that a supplemental order may issue accordingly for process of seizure and sale of said slaves.

(Signed) L. PEIRCE, *Att'y.*

Order.

Let this supplemental petition be filed, and let an alias writ of seizure and sale issue as prayed for and according to law.

25th February, 1851.

(Signed) A. M. BUCHANAN, *Judge.*

Alias Writ of Seizure and sale issued 25th Feb'y, 1851.

Vide Document No. 4, page 115.

Petition of Jas. Hewitt and David Heron for a Monition.—Filed 29th April, 1852.

The State of Louisiana, to the Honorable the Judge of the Fifth Judicial District Court of New Orleans, State aforesaid.

The petition of James Hewitt and David Heron, both of the city of New Orleans, respectfully represents: that at a public sale made by John L. Comstock, the sheriff of the parish of Ascension, State of Louisiana, on Saturday the first day of February, in the year of our Lord eighteen hundred and fifty-one, at the court-house, at Donaldsonville, by and in virtue of a writ of seizure and sale granted by this hon'ble court on the day of , in the suit therein then pending entitled The President, Directors and Company of the State of Louisiana vs. Christopher Ford, known and described on the docket of said court under the number 4,297, for and in consideration of the full sum of sixty-six thousand dollars, payable on the terms and in the manner described in the sheriff's deed of sale dated 26th of February, 1851, as follows: sixty thousand dollars cash; but by subsequent agreement between the President, Directors and Company of the Bank of Louisiana and James Hewitt and David Heron, the said Hewitt and Heron did assume the payment of forty-three thousand four hundred and six dollars ninety-eight cents, the amount of principal and interest due to the said Bank of Louisiana by said Christopher Ford on the said first day of February, 1851; as also the sum of nine hundred and sixteen dollars eighty-one cents costs, advanced by said Bank of Louisiana as follows, to wit: ninety-four dollars seventy-eight cents for provisions; $1 00 apothecary ac't; $8 90 m'dse; 50 c. s'ff Orleans; $164 50 guardianage; $75 printer's bill; $4 50 recorder; $228 81 State mill and parish taxes for the year 1850; $338 82 sheriff's costs, Ascension. And by agreement between the President, Directors and Company of the New Orleans Canal and Banking Company, the said James Hewitt and David Heron, the said Hewitt and Heron did assume the payment of twenty thousand and five hundred and eighty dollars and thirty-five cents, amount of principal and interest due the New Orleans Canal and Banking Company by Christopher Ford on the said 1st day of February, 1851; which different amounts make in the aggregate the sum of sixty-four thousand nine hundred and four dollars fourteen cents, leaving a balance of the price of said property of one thousand and ninety-five dollars eighty-six cents, which was paid over to the said President, Directors and Company of the Bank of Louisiana, for the purpose of meeting other privileged claims against said property.

The following described property was adjudicated and sold to your petitioners as the last and highest bidder, viz: A certain plantation or tract of land situate on the left bank of the Bayou Lafourche, about three miles below Donaldsonville, parish of Ascension, in this State, containing thirteen and a half arpents front on said bayou, and having such depth as thereto belongs, bounded on the lower side by lands of Barthole Minson, and on the other side by lands of Balthezar Alemain.

2d. A certain other tract of land also situate on the left bank of the said Bayou Lafourche, in the said parish of Ascension, about three miles from the Mississippi river, measuring thirteen arpents fornt on said bayou by an irregular depth from twenty to thirty arpents, bounded above by lands of Joseph Caballero, and below by lands of said Balthazar Alemain, together with all the buildings and improvements, stock, farming utensils, supplies, &c., &c., to the said premises belonging or in anywise appertaing.

3d. And also the following named slaves, to wit: Nathan, aged about 23 years; Hanover, 26; Randall, 50; Joe, 40; Jack, 40; Richard, 27; Brown, 45; Squire, 40; Elijah, 28; Cæsar, 40; Mary Ann, 55; Virginia, 21; Hannah, 70; Julia, 70; Aime, 20; Martha, 27; Letitia, 10, Louisa, 13; Henry, 10; Susan, 10; Aglae, 14; Caroline, 15; William, 25; Jerry, 60, Daniel, 37; Lewis, 7; Jim, 14; Sidney, 9; Sylvester, 11; Henry Byrne, 47; Sarah, 31; Winney, 14; James, 12; Squire, 8; Harrison, 8; Crecy, 32; Mary Skinner, 56; George S., 32; Griff Henry Woods, 36; Grace, 10; Minta, 28; Thomas, 12; Mary, 10; William, 8; Kitty, 16; Albert, 7; Harry, 28; Susan B., 19; John B., 31; Sarah, 31; Satira, 27; Shadrack, 8; Robert Brooks, "alias Wood," 35; Cassey, 28; Bill, 17; Amanda, 9; Patsey, 6; Sylvia Briscoe, 42; Bill Briscoe, 20; Frank, 18; Maria, 15; Georgiana, 10; Virginia, 12; Moses Wood, 46; Maria Wood, 40; Nick, 18; Dolly, 16; Sylvia, 13; Calvert, 8; Charlotte, 20; Emma, 14; John, 16; Mary, 17; Fanny, 35; Matilda, 12; Louisa, 7; Rosetta, 4; Martha, 10 mos.; Phil, 5 years; John, 14 months; Josephine, 2 years; Davy, 2 months; Sam, 2 years; Edmond, 4 years; Johanna, 5 years, John, 14 mos.; Alice and Malvina, "twins," 4 months.

And that at another public sale, made on the sixth day of September last, (1851,) by the said sheriff, under and by virtue of an alias writ of seizure and sale, issued out of said court, the original order in the said suit of the President, Directors and Company of the Bank of Louisiana vs. Christopher Ford, docket No. 4,297, the following slaves, for the sum and price of eight hundred dollars cash, were adjudicated to the said petitioners as the last and highest bidders, viz: Beeby, aged 5 years; Geo. Henry, aged 5 years; Betsy, aged 5 years; and Sarah Randall, aged 55 years.

And whereas your petitioners are desirous of protecting themselves from eviction of all the property so purchased, and from any responsibility as possessors of the same:

Your petitioners, therefore, pray that a monition may be granted to them in the name of the State of Louisiana, calling upon all persons who can set up any right to the property adjudicated, in consequence of any informality in the order, decree, or judgment of the court under which the sale was made, or any irregularity or illegality in the appraisements and advertisement in time or manner of sale, or for any other defect whatsoever, to show cause, within thirty days from the day *of* the monition is first inserted in the public papers, why the sale so made should not be confirmed and homologated, and that after due proceedings in the premises, that the said slaves be duly confirmed, homologated, and make the final judgment of this hon. court, and for general relief; and, as in duty bound, &c.

(Signed) JOHN H. ILSLEY,
Att'y of Petitioners.

Opposition of Louisa W. Ford to Monition.—Filed 3d June, 1852.

In the Hon. the Fifth District Court of New Orleans.

PRESIDENT, DIRECTORS and CO. OF THE BANK OF LOUISIANA
vs.
CHRISTOPHER FORD.

Louisa W. Ford, who is a resident of the State of Virginia, now appears and opposes the application of James Hewitt and David Heron for the homologation of the sheriff's sale mentioned in their petition, on the grounds following, to wit:

Your petitioner was and is the testamentary executrix of the said Christopher Ford, who departed this life in November, 1849, in California, and at his death was possessed of the property mentioned in said petition.

That said Ford was not, at the time of his death, and never was, a resident of the parish of Orleans, and subject to the jurisdiction of your hon. court, but was a resident of the parish of Ascension, where his succession was opened, and where it is now being administered, and therefore was not suable in the parish of Orleans; and although the said Ford has waived his plea and objection to the jurisdiction of the courts of said parish, yet, being dead when the Bank of Louisiana, the plaintiff herein, instituted these proceedings, the said waiver to said plea ceased to have effect, and said plaintiff was bound, in order to enforce the mortgage granted by said Ford, to proceed against your opponent, the testamentary executrix, according to law, in the fourth judicial district court.

Now your opponent shows, that when the plaintiffs' executory process was issued, she resided in the parish of Jefferson, in this State, and never did reside in the parish of Orleans; that the notice of said executory process, required by law, was never served upon her, and she was ignorant that the sale was to take place; that she was not notified to appoint an appraiser, and had no means by which to protect herself as executrix, in reference to the sale aforesaid.

Opponent further shows that, prior in rank to the mortgage under which plaintiffs proceeded, there were mortgages to the New Orleans Canal and Banking Company, and to the plaintiffs, for large sums of money, and that, in reference to these incumbrances, there were no waivers of legal formalities whatever made by Ford.

And opponent specially charges that the waiver of appraisement upon which plaintiff and the purchasers herein rely, ceased to have any binding force and effect at the time of the death of the said Ford.

That the plaintiff combined with said purchasers to conduct the proceedings for a sale herein, in such a manner as to sacrifice the interests of the estate of said Ford, and enable them to enrich themselves at its expense.

That the property, the plantation, slaves, utensils, provisions, fodder, &c., were sold in block for sixty-six thousand dollars, when the said property should have been separately sold, many persons being desirous of purchasing some portions, who would not purchase other portions thereof. That the advertisements for the sale were also defective in these particulars; and that the estate would have realized out of said property at least fifteen thousand dollars more, if the property had been advertised and put up in accordance with the suggestions and in pursuance to the requirements of law.

Opponent further shows, that the sheriff has given to the purchasers herein a deed for thirty-five hundred barrels of corn, which plaintiffs had no especial claim upon, which were not covered by the seizure and sale, and which, at the time of sale, belonged to said Ford.

That the supplemental order of seizure and sale was issued and executed in violation of law, for all the reasons before set forth, and for the further reason, that the original order of seizure and sale produced in favor of plaintiff more than one thousand dollars over and above the amount of the mortgages; and the second sale was made to satisfy a claim not secured by any mortgage, privilege, and pledge, and upon which no order of seizure and sale could legally issue, and notice and knowledge of all this opponent charges against the purchasers as well as against the plaintiffs herein.

Opponent prays the sale be declared null and void, and the property be restored to her possession, and for general relief.

(Signed) E. L. GOOLD.

Supplemental Opposition to Monition.—Filed 17th June, 1852.

In the Hon. the Fifth District Court of New Orleans.

PRESIDENT AND DIRECTORS
OF THE BANK OF LOUISIANA
vs.
C. FORD.

The supplemental opposition of Louisia Ford, executrix, humbly shows:

That she appears herein by virtue of letters testamentary granted her by the hon. fourth judicial district court; and that, in addition to the causes of nullity set forth in her original petition, these are the following causes for which the sale should be cancelled, to wit:

The sheriff of the parish of Ascension did not, immediately after the appearance of the advertisement of the sale, cut out from the newspaper said advertisement, and post the same at the court-house door, as required by law, in order, by giving due publicity to the intended sale, to render the same valid.

The persons appointed by the sheriff and by the plaintiff to appraise the property sold, were not sworn according to law. They proceeded to the estimation of the property, and arrived at a conclusion, touching the larger portion, of the value of it, if not the whole of it, and were not until then sworn, if they were sworn at all, which is denied.

In estimating said property, the said appraisers were influenced by considering the presence of the thirty-five hundred barrels of corn mentioned in the original opposition, and of sixteen horses and mules, between forty and fifty tons of hay and fodder, ten carts, thirty plows of different sizes, a large quantity of hoes, axes, carpenters' and blacksmith tools, &c.; none of which property was included in the mortgage to plaintiff, but all of which was put upon the plantation subsequently to the execution of said mortgage, and could not therefore be sold under it; and because the said appraisers permitted said property to enter into their estimate, they could not say what was the value of that property the plaintiff had a right to cause to be sold, and there was accordingly no appraisement thereof.

The order of seizure and sale was a judgment so far as authorizes an appeal; but the said judgment was rendered without any party defendant, the mortgagor Ford being dead, and therefore the said order was and is absolutely null.

The document sent by the said sheriff as a notice of said seizure and sale was directed to Christopher Ford, and to no other person; and if said document had been served on this opponent, which it was not, the said service would have operated no legal notice of said seizure and sale, the person to whom it was addressed being dead.

The order of said seizure and sale was granted on December 16th, 1850, and received by the sheriff on December 17th, 1850; and on the following day, to wit, December 18th, 1850, he seized the property mentioned. Therefore there could have been no legal notice given prior to said seizure, inasmuch as the three days required by law were not permitted to expire before the same was made.

There was no notice of the seizure itself served upon this opponent, the only representative of the estate of Christopher Ford, and therefore if there had been a notice prior to said seizure, the sale is yet null and void for this omission.

This hon. court was without jurisdiction in the premises to order said seizure and sale, in consequence of the death of Christ'r

Ford, as before mentioned, and because this opponent, his sole executrix, has never resided in the parish of Orleans, but has always resided in the parish of Ascension, or in the parish of Jefferson, where she now resides. Opponent renews her prayer for the cancellation of the sale and for general relief.

(Signed) E. L. GOOLD.

Order.

Let this supplemental opposition be filed.

17th June, 1852.

(Signed) A. M. BUCHANAN, *Judge.*

Citation to James Hewitt.

State of Louisiana, Fifth District Court of New Orleans.

Mr. James Hewitt: You are hereby summoned to comply with the demand contained in the opposition and supplemental opposition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the fifth district court of New Orleans, in the city of New Orleans, in ten days after the service hereof.

Witness the Hon. A. M. Buchanan, judge of the said court, the [SEAL.] 29th day of June, in the year of our Lord 1852.

(Signed) A. BOISBLAVE,
Dep. Cl'k.

Sheriff's Return.

BANK OF LOUISIANA
vs.
CHRISTOPHER FORD.
No. 4,297.

Rec'd June 29th, 1852, and on the 30th day of same month served copies of opposition, supplemental opposition, and citation at the office of James Hewitt, in the hands of M. O. H. Norton, his partner and agent, said Hewitt being absent.

Returned July 10th, 1852.

(Signed) A. DREUX,
Dep. Sh'ff.

Citation to David Herron.

State of Louisiana, Fifth District Court of New Orleans.

Mr. David Heron: You are hereby summoned to comply with the demand contained in the opposition and supplemental opposition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the fifth district court of New Orleans, in the city of New Orleans, in ten days after the service hereof.

Witness the Hon. A. M. Buchanan, judge of the said court, this [SEAL.] 29th day of June, in the year of our Lord 1852.

(Signed) A. BOISBLAVE,
D'y Cl'k.

Sheriff's Return.

Bank of Louisiana }
vs. } No. 4,297.
Christopher Ford. }

Rec'd June 29th, 1852, and on the 30th day of same month served copies of opposition, supplemental opposition, and citation personally on M. O. H. Norton, agent of David Heron.

Returned same day.

(Signed) A. DREUX,
D'y Sh'ff.

Order. (Oppositions fixed for trial.)

Bank of Louisiana }
vs. } No. 4,297.
Christopher Ford. }

6th November, 1852.

On motion of E. L. Goold, esq., of counsel for Louisa Ford, executrix, &c., it is ordered that the oppositions filed by said Louisia Ford to the monition of Hewitt and Heron be fixed for trial for Saturday next, the 13th inst., at 12 o'clock m.

Notice of Trial.

State of Louisiana, Fifth District Court of New Orleans.

Bank of La. }
vs. } No. 4,297.
Chris'her Ford. }

To Messrs. Hewitt & Heron:

Sir: Please take notice that the opposition filed by Mrs. Louisa Ford in the above entitled case to the monition applied for is fixed for trial on the 13th day of Novb'r, 1852, at 10 o'clock a. m.

(Signed) A. BOISBLAVE,
D'y Cl'k.

Sheriff's Return.

Rec'd Novb'r 6th, 1852, and on the 12 day of same month served copy of notice of trial on Hewitt & Heron, through their attorney, G. Duncan, personally.

Returned same day.

(Signed) A. DREUX,
Dep. Sh'ff.

Notice of Trial.

State of Louisiana, Fifth District Court of New Orleans.

Bank of La. }
vs. } No. 2,497.
Chr'her Ford. }

To Messrs. Hewitt and Heron :

Sirs: Please to take notice that the opposition filed by Mrs. Lou'a Ford, in the above entitled suit, to the monition applied for is fixed for trial on the 13th day of November, 1852, at 10 o'clock a. m.

(Signed) A. BOISBLAVE,
Dep. Cl'k.

Sheriff's Return.

Received the within process on the 10th of Nov'br, 1852.
(Signed) J. L. COMSTOCK, *Sheriff.*

Received the within process on the day hereon endorsed, and on the 11th of the same month served a true copy of the within process on David Heron in person; therefore I make this my return.
(Signed) J. L. COMSTOCK, *Sheriff.*
Parish of Ascension, 11th Nov'br, 1852.

Exception and Answer of Hewitt and Heron.—Filed 12th Nov'br, 1852.

Bank of Louisiana vs. Christopher Ford.	Petition for monition by Hewitt and Heron. Opposition by Mrs. Louisa W. Ford.

And the said James Hewitt and David Heron, not waiving or withdrawing their exception herein filed, but insisting upon the same, and that there is no good and lawful matter set forth in said opposition which they are bound to answer, in the event that this court shall consider them bound to answer said opposition, say for answer thereto:

That they are the bona fide purchasers, for full value paid by them, of the property set forth in their petition ; that they purchased the same at public sale, made by the sheriff of the parish of Ascension, in which parish all of said property was at the time of the sale, and still is ; that they purchased under a writ from this hon. court, and that it was legally and lawfully adjudicated to them, and delivered to them, and conveyed to them by the said sheriff; that it was in bad order, and not in situation to be made useful or profitable without a large outlay ; and that they have, as purchasers in good faith, expended in lasting, valuable, and permanent improvements a large sum upon said plantation, to wit, $40,000, since their purchase. And they deny each and all of the allegations of said opposition not herein expressly admitted, and pray proof thereof. They plead and rely on this record and the sales, and adjudications, and conveyances made to them by the said sheriff. They have no knowledge of any violation or neglect of duty on the part of the sheriff, or of any illegality or want of jurisdiction in the orders of this court, and therefore deny especially that there is any cause for refusing to homologate and confirm the sales; and the said opponent has no right to oppose the homologation, because she has sold and parted with the property, and because she has confirmed the sale, and because she is estopped by her own acts of records, to oppose the same ; and she has no right or interest in the matters embraced by the monition ; and further, that she has not tendered to these respondents the price by them paid for the property and for improvements made thereon by these respondents in good faith.

And they say the sheriff sold and conveyed the mortgaged property only; and that they are advised, and therefore say, this court had jurisdiction in the premises, and that the sale in block was legal; and that the original plaintiffs had lawful right to proceed via execution to seize and to sell the property, under the 31st section of the Bank of Louisiana, which they plead, and also under the several provisions of the mortgage ; that this mortgage was a confession of judgment, and no notice was necessary to any one to obtain a judgment, because that was confessed in advance, and no personal judgment was asked against any one.

And they say that the validity of their sale does not depend on the distribution of the proceeds, but, if that matter can be examined in this suit, that prior special mortgages on said property to a large amount, to the Bank of Louisiana and to the New Orleans Canal and Banking Co., prior and paramount to that under which the orders of seizures and sales were issued, and that their purchase-money or price was applied to the payment of said prior mortgages, and to the costs of sale, in part ; and that there were other privileged debts bearing and resting on said property to a large amount, which had priority, to which said purchase-money was applied, as also to the mortgage on which the process issued ; and that the whole amount of the price was applied to payments of the debts of Christopher Ford which bore mortgages and privileges on said property; and that the price, $66,000, was not sufficient to pay off all said debts, bearing mortgage and privilege as aforesaid, which were paramount and prior to the $12,000 mortgage proceeded on, and also to pay that $12,000 mortgage ; and that no one appearing to test the distribution, all the subsequent mortgages were properly erased by the sheriff, and all subsequent mortgages thereby waived all right to oppose the sale or distribution of the fund.

They deny that they combined with any one to injure any person; and they deny that any appraisement was necessary, and, if necessary, that it was neglected or omitted.

They deny that there was any neglect to give legal notices to the parties entitled, and say, if such were the fact, the remedy is against the sheriff, and not these bona fide purchasers. They deny that there was any neglect or illegality as to the advertisements ; and they deny that they are in anywise responsible for the making of the advertisements; and they deny that the sales were null and void; and they deny that *that* there is any just cause to prevent the homologation of the sales to them, and pray to be protected as bona fide innocent purchasers for full value paid ; and they ask all such relief as they may be entitled to.

(Signed) J. H. ILSLEY & GARNETT DUNCAN,
Of Counsel for Hewitt & Heron.

Exception.

Fifth District Court of New Orleans.

THE PRESIDENT, DIRECTORS & CO. OF THE BANK OF LOUISIANA
vs.
CHRISTOPHER FORD.
No. 4,295.

Petition for monition by James Hewitt and David Heron; opposition by Louisa W. Ford, ex'rx, &c.

James Hewitt and David Heron, against whom Louisa W. Ford, executrix of Chris. Ford, opponent, has prayed and taken process against them, by protestation, not confessing or acknowledging any of the *statesmants* of said opposition to be true, says, that there is no matter or thing in said opposition contained, good and sufficient in law to call these parties on question in this hon. court for the same, and they therefore except to the same.

And for causes of exception say, that it is not competent for an opponent appearing to a monition to make any reconventional or new demand in such opposition, but that such opposition must be confined to a plea to the petition on which the monition issued, and that there is no legal cause of action set forth in said opposition which they are in law bound to answer.

Wherefore they pray judgment of this court *wether* they are bound to answer further to the process and opposition of said Louisa.

(Signed) J. H. ISLEY & GARNETT DUNCAN,
Of Counsel for Hewitt & Heron.

Order.—(Opposition continued.)

13th NOVEMBER, 1852.

BANK OF LOUISIANA
vs.
CHRISTOPHER FORD.
No. 4,297.

By consent of counsel, in open court, the trial of the opposition filed to the monition of Hewitt & Heron is continued till Saturday next, the 20th inst., at 10 o'cl'k a. m.

Proof of Publication of Monition.—Filed 19th Nov'r, 1852.

BANK OF LOUISIANA
vs.
CHRISTOPHER FORD.
Testimony taken in open court to confirm monition.

19th NOVEMBER, 1852.

John H. Ilsley, witness, being duly sworn, deposes: That the newspaper called the Vigilant, now produced by him in court, is the paper printed nearest to the place where the sale of property in this case from the sheriff of the parish Ascension to Hewitt and Heron took place; that said paper is moreover the only newspaper printed and published in said parish of Ascension—witness produces eight files of said newspaper containing the advertisements of monition—and that said monition was published therein during the thirty days required by law; the description of the property contained in said advertisements is correct, and that the property has been correctly described, and the price at which it was purchased truly stated.

Monition printed in the Vigilant of the 1*st*, 8*th*, 12*th*, 15*th*, 19*th*, 22*d*, 26*th*, *and* 29*th of May*, 1852.—Filed 19th Nov'r, 1852.

Fifth District Court of New Orleans.

The State of Louisiana to all whom these presents shall come, greeting:

Whereas James Hewitt and David Heron having purchased at a sale made by the sheriff of the parish of Ascension, the property hereinafter described, has applied to the clerk of this court, in whose office the deed of sale was recorded on the 6th day of March, 1851, A. D., for a monition or advertisement in conformity to an act of the legislature of the State of Louisiana, entitled "An act for the further assurance of titles to purchasers at judicial sales," approved the tenth day of March, 1834:

Now, therefore, know ye, and all persons interested herein, are hereby cited and admonished in the name of the State of Louisiana, and of the 5th district court of New Orleans, who can set up any right, title, or claim, in and to property hereinafter described, in consequence of any informality in the order, decree, or judgment of the court under which the sale was made, or any irregularity or illegality in the appraisements or advertisements in time or manner of sale, or for any other defect whatsoever, to show cause within 30 days from the day this monition is first inserted in the public papers, why the sale, so made, should not be confirmed and homologated.

The said property was sold by the sheriff of the parish aforesaid, on the 1st day of February, 1851, by virtue of a writ of seizure and sale, issued by this on the 18th day of Dec'r, 1850, in a suit entitled The Bank of Louisiana vs. Christopher Ford, No. 4,297 of the docket of this court, at which sale said James Hewitt and David Heron became the purchasers thereof for the price of sixty-six thousand dollars, cash.

Description of Property.

A certain plantation or tract of land situated on the left bank of the Bayou Lafourche, about three miles below Donaldsonville, parish of Ascension, in this State, containing 13½ arpens front on said bayou, and having such depth as thereto belongs, bounded on the lower side by lands of Berthole Minson, and on the other side by lands of Balthazar Alemain.

2d. A certain other tract of land, also situate on the left bank of said bayou, about 3 miles from the Mississippi river, measuring 13 arpents front on said bayou by an irregular depth from 20 to 30 arpents, bounded above by lands of Joseph Caballero, and below by land of said B. Alemain, together with all the buildings and improvements, stock, farming utensils, supplies, &c., to the said premises belonging or in any wise appertaining, and the following slaves, aged at the time of seizure as follows, to wit:

Nathan, 30 years; Hanover, 26; Randall, 50; Joe, 40; Richard, 27; Brown, 45; Squire, 50; Elijah, 28; Cæsar, 40; Mary Ann, 55; Virginia, 11; Hannah, 70; Julia, 70; Aime, 20; Martha, 27; Letitia, 10; Louisa, 43; Henry, 40; Susan, 10; Aglae, 14; Caroline, 15; William, 25; Terry, 60; Daniel, 37; Louis, 8; Jim, 14; Sydney, 9; Silvester, 14; Henry Byrne, 47; Sarah, 41; Winney, 14; James, 12; Squire, 8; Harrison, 8; Crecy, 32; Mary Skinner, 56; George, 22; Griff Henry Wood, 36; Grace, 10; Minta, 28; Thomas, 12; Mary, 10; William, 8; Kitty, 16; Albert, 7; Henry, 28; Susan B., 19; John B., 31; Sarah, 31; Satira, 27; Shadrack, 8; Robert Brooks, alias Wood, 35; Casey, 38; Bill, 18; Amanda, 9; Patsey, 6; Sophia Briscoe, 42; Bill Briscoe, 20; Frank, 18; Maria, 15; Georgiana, 10; Virginia, 12; Moses Wood, 40; Nick, 18; Dolly, 16; Sylvia, 13; Calvert, 8; Charlotte, 20; Emma, 14; John, 16; Mary, 17; Fanny, 35; Matilda, 12; Louisa, 7; Rosetta, 4; Martha, 10 months; Philo, 5 years; John, 14 months; Josephine, 2 years; David, 2 months; Sam, 2 years; Edmond, 4; Johannah, 5; John, 14 months; Alice et Malvina, twins, 4 months.

Fifth district court of New Orleans, Clerk's office, April 29th, 1852.

(Signed) A. BOISBLAVE, *D'y Cl'k.*

CINOUIEME COUR DE DISTRICT DE LA NOUVELLE ORLEANS,
L'Etat de la Louisiane.

A tous ceux que ces présentes concernent; salut, attendre que James Hewitt et David Heron, ayant acheté a une vente faite par les sheriff de la paroisse Ascension, les proprietés ci apres décrites sesout adressés au greffe de cette cour, orè la dite vente fut enregistrée le dixieme jour de mars de l'année 1851, pour un avis, conformement, a un aete de la legislature de l'Etat de la Louisiane, intitulé, aete pour confirmes les titres des acquereurs aux ventes judiciares, approuvé les 10 Mars, 1834.

Qu'il soit connu, et toutes personnes interesses sout par ces présentes sommées au nom de l'Etat de la Louisiane, et de la cinquéime

cour de district de la Nouvelle Orleans, qui pourraient avior des droits a le proprieté ci après dècrite, en consèquence d'un défaut de forme dans l'ordre le décrêt ou le jugement de la cour, en vertu du quel la vente a éte faite, ou de toute irrégularité ou illégalité dans l'estimation, l'avis ou le temps et le mode de la vente, ou pour une autre cause quelconque, de faite voir dans trente jouls à dates de la publication de cet avis, pour qui la vente ainsi faite ne serait pas confirmée et homologuée. Les dites propriétés furent vendues par le shérif, sur dit le 1er jour Febrier, de l'année 1851, en vertu d'un ordre de saisié et vente vendu le 18 de Dècembre, de l'année 1850, dans l'affaire de la Banke de la Louisiana vs. Christopher Ford, No. 4,297, du docket de cette cour, a'la quelle vente le dits James Hewitt et David Heron, s'en sout rendres acquereurs pour le prix de soix ante six mille piastres, comptant.

Description de Proprietes.

Une certaine habitation ou portion de terre, situe sur la vive gauche du Bayou Lafourche, a environ trois milles au dessous de Donaldsonville, paroisse d'Ascension, Etat de la Louisiana, ayant trize arpents et demis de face au dits bayou, et ayant telle profonduer qui lui appartient, limite dans la partie superieure par les terres de Berthole Monson, et dans le partie inferieure par les terres de Balthazar Alemain.

2o. Aussi un autres portion de terre, site sur la rive gauche du dit Bayou Lafourche, a environ trois milles du fleuve Mississippi, mesurant treiza arpents de face a dits bayou, sur un profondeur irreguliere de vingta trento arpents, limite dans la partie superieure par les terres de Joseph Caballero, et dans la partie inferieure par les teres de Balthazar Alemain, ensemble avec toutes les bătisses et ameliorations qui s'y trouvent, stock, utensils aratoires et aussi les eselaves ciaprès nommes âgés, à lá epouque de la saisie comme suit, savior:

Nathan, agé de 23 aus; Hanover, 24; Randall, 50; Joe, 40; Jack, 40; Richard, 27; Brown, 45; Squire, 40; Elijah, 28; Julia, 70; Anne, 20; Martha, 27; Letitia, 10; Louisa, 13; Henry, 10; Susan, 10; Aglaé, 14; Caroline, 15; William, 25; Terry, 40; Daniel, 37; Jim, 14; Lewis, 7; Sidney, 9; Sylvester, 11; Henry Byrne, 47; Sarah, 31; Winey, 14; James, 12; Squire, 8; Harrison, 8; Crecy, 32; Mary Skinner, 56; George, 22; Griff Henry Wood, 36; Grace, 10; Minta, 28; Thomas, 12; Mary, 10; William, 8; Kitty, 16; Albert, 7; Harry, 28; Susan B., 19; John B., 31; Sarah, 31; Satira, 27; Shadrack, 8; Robert Brooks, alias Wood, 35; Cassey, 38; Bill, 17; Amanda, 9; Patsey, 6; Sylvia Briscoe, 42; Bill Briscoe, 20; Frank, 18; Maria, 15; Georgiana, 10; Virginia, 12; Moses Wood, 46; Maria Wood, 40; Nick, 18; Dolly, 16; Calvert, 8; Sylvia, 13; Charlotte, 20; Emma, 14; John, 16; Mary, 17; Fanny, 35; Matilda, 12; Louisa, 7; Rosetta, 4; Martha, 10 mois; Phil, 5

aus; John, 14 mois; Josephine, 2 aus; Davy, 2 mois; Sam, 2 aus; *Sam*, 2 *aus;* Edmond, 4; Johanah, 5; John, 14 mois; Alice and Malvina, (Jumelles.) 4 mois.

Cinquieme cour de district de la Nouvelle Orleans. Beaureau du Greffier, 29th Avril, 1852.

(Signe) A. BOISBLAVE, *Depute Greffier.*

Record filed in evidence by Mrs. Ford, 19th November, 1852.

To the Hon. Albert Duffel, Judge of the Fourth Judicial District Court of the State of Louisiana, in and for the parish of Ascension.

The petition of Louisa W. Ford, widow of Christopher Ford, late of said parish, deceased, respectfully represents:

That her said husband departed this life at California, some time on or about the month of last past, leaving an olagraphic will or testament, which has been duly admitted to probate in this hon. court.

That by said will your petitioner was named and appointed testamentary executrix; that she is desirous to be confirmed as such: wherefore she prays that on taking the oath required by law she may be recognised as the testamentary executrix of the last will of Christopher Ford, and that letters testamentary *to* be delivered to her, and for general relief; and, as in duty bound, &c.

(Signed) JOHN H. ILSLEY,
Of Counsel for Plt'ff.

Order.

On reading the within petition, it is ordered that Mrs. Louisa W. Ford, of the parish of Ascension, widow of Christopher Ford, late of said parish, deceased, be and she is hereby confirmed as testamentary executrix of the last will and testament of said Christopher Ford, deceased, and that as such, letters issue upon her taking the oaths required by law.

Ascension, 5th April, 1850.

(Signed) L. D. NICHOLLS, *Clerk.*

Oath of Executrix.

Fourth Judicial District Court of the State of Louisiana in and for the parish of Ascension.

I do solemnly swear that I will well and faithfully, according to the best of my knowledge and abilities, discharge and perform all and singular the duties incumbent on me by law as testamentary executrix of the last will and testament of Christopher Ford, late of the parish of Ascension, deceased, so help me God.

(Signed) LOUISA W. FORD.

Sworn to and subscribed before me.

Ascension, 12th April, 1850.

(Signed) L. D. NICHOLLS, *Cl'k.*

True copies of the originals on file and of record in my office.
[SEAL.] In faith whereof witness my official seal and signature, Ascension, this 17th Nov'br, 1852.
(Signed) L. D. NICHOLLS, *Clerk.*

Succession of Christopher Ford.

Letters Testamentary.

Fourth Judicial District Court of the State of Louisiana, in and for the parish of Ascension.

This shall certify to all whom it may concern, that by a decree of the hon. the above entitled court, rendered on the 5th inst., Mrs. Louisa W. Ford was duly confirmed as testamentary executrix of the last will and testament of Christopher Ford, late of said parish, deceased.

Now, know ye that the said Mrs. Louisa W. Ford, widow of Christoper Ford, has this day taken the oath required by law, and is now duly qualified to act in her capacity aforesaid. Witness the Hon. Albert Duffel, judge of our said court. Ascension, this twelfth April, 1850.
(Signed) L. D. NICHOLLS, *Cl'k.*

A true copy of the original letters on file and of record in my
[SEAL.] office. In faith whereof witness my official seal and signature, parish of Ascension, this 8th Nov'br, A. D. 1852.
(Signed) L. D. NICHOLLS, *Clerk.*

Judgment Homologating Monition, so far as not opposed.—Filed 19th Novbr., 1852.

Fifth District Court of New Orleans.—Judgment on Monition.

BANK OF LOUISIANA
vs. } No. 4,297.
CHRISTOPHER FORD.

This day John H. Ilsley, esq., of counsel for James Hewitt and David Heron, who have become the purchasers of the following described property sold by the sheriff of the parish of Ascension, to wit:

A certain plantation or tract of land situated on the left bank of the Bayou Lafourche, about three miles below Donaldsonville, parish of Ascension, in this State, containing 13½ arpents front on said bayou, and having such depth as thereto belongs, bounded on the lower side by lands of Berthole Minson, and on the other side by lands of Belthazer Alemain.

2d. A certain other tract of land also situated on the left bank of said bayou Lafourche, about three miles from the Mississippi river, measuring about 13 arpents front on said bayou, by an irregular depth from twenty to thirty arpents, bounded above by lands of Joseph Caballero, and below by lands of said Balthazer

3826.

Alemain, together with all the buildings and improvements, stock, farming utensils, supplies, &c., to the said premises belonging or in anywise appertaining.

And also the following named slaves, aged at the time of said seizure as follows, to wit: Nathan, aged about 23 years; Hanover, 26; Randall, 50; Joe, 40; Jack, 40; Richard, 27; Brown, 45; Squire, 40; Elijah, 28; Cesar, 40; Mary Ann, 55; Virginia, 21; Hannah, 70; Julia, 70; Aime, 20; Martha, 27; Letitia, 10; Louisa, 13; Henry, 10; Susan, 10; Aglae, 14; Caroline, 15; William, 25; Terry, 60; Daniel, 37; Lewis, 7; Jim, 14; Sidney, 9; Sylvester, 11; Henry Byrne, 47; Sarah, 31; Winney, 14; James, 12; Squire, 8; Harrison, 8; Crecy, 32; Mary Skinner, 56; George S., 22; Griff Hary Woods, 36; Grace, 10; Minta, 28; Thomas, 12; Mary, 10; William, 8; Kitty, 16; Albert, 7; Harry S., 28; Susan B., 19; John B., 31; Sarah, 31; Satira, 27; Shadrack, 8; Robert Brooks, "alias Woods," 35; Cassey, 38; Bill, 17; Amanda, 9; Patsey, 6; Sylvia Briscoe, 42; Bill Briscoe, 20; Frank, 18; Maria 15; Georgiana, 10; Virginia, 12; Moses Woods, 46; Maria Woods, 40; Nick, 18; Dolly, 16; Sylvia, 13; Calvert, 8; Charlotte, 20; Emma, 14; John, 16; Mary, 17; Fanny, 35; Matilda, 12; Louisa, 7; Rosetta, 4; Martha, 10 mos.; Phil, 5 years; John, 14 months; Josephine, 2 yrs.; Davy, 2 mos.; Sam, 2 years; Edmond, 4 yrs.; Johanna, 5 years; John, 14 months; Alice and Malvina, "twins," 4 months; and who have obtained a monition, pursuant to the provisions of an act of the legislature of this State, entitled "An act for the further assurance of titles to purchasers at judicial sales," approved 10 March, 1834, moved the court for the homologation of the same; and the court being satisfied, from inspection of the record and evidence adduced, that all the formalities of the law have been complied with; that the advertisements required have been inserted and published for the space of time and in the manner required by law; that the property has been correctly described, and the price at which it was purchased truly stated; and there being but one opposition filed thereto, to wit, by Mrs. Christopher Ford, it is therefore adjudged and decreed that said sheriff's sale be, and the same is hereby, confirmed and homologated according to law, in so far as the same has not been opposed.

Judgment rendered 19th Nov'br, 1852; signed 24th, 1852.

(Signed) A. M. BUCHANAN,
Judge.

Supplemental Answer to Opposition.—Filed by consent, 20th Nov'br, 1852.

Fifth District Court New Orleans.

BANK OF LA.
vs.
CHRIST'R FORD.

By this their supplemental answer filed in this case, by and with the permission of this hon. court, come James Hewitt and David Heron, plaintiffs in monition, Mrs. Ford opponent, and say, in addition to what they have averred in their original answer, that they paid and satisfied, in the hands of those fully entitled to it, the whole price of the adjudication, and that they have besides expended, as stated in their answer, $40,000.

That before the sale sought to be homologated can be *rescined*, which they aver cannot be done, it is necessary that the debtor, or those who represent him, should offer to restore the price so paid in satisfaction of his, Christopher Ford's debts, bearing mortgage upon the property, and that he repay said sum before he can recover the property, and that before the purchasers, James Hewitt and David Heron, are paid and satisfied for the improvements put by them as bona fide posssessors of said property, that they shall retain their possession of said property.

Wherefore James Hewitt and David Heron pray that the opposition filed by Mrs. Ford be rejected, and that if it appears that the sale is null for informalities, that it be decreed that the opposition be rejected for want of tender and payment of the price, and that the purchasers be maintained in their possession until the full amount of improvements be reimbursed and paid; and for the relief already prayed for, and for general relief.

(Signed) ILSLEY & DUNCAN,
Atty's for Hewitt and Heron.

Testimony on Opposition.—Filed 20th Nov., 1852.

BANK OF LA.
vs.
CHRIS. FORD.
Testimony taken in open court on opposition to monition, 20th Nov., 1852.

On the part of Hewitt & Heron the evidence offered yesterday for the homologation of their monition is offered in evidence.

Robert Maurin, witness for Hewitt & Heron, sworn. I know the Ford plantation; the nearest paper published to said plantation is the one called "The Vigilant;" it is the only paper published in the parish of Ascension.

Opponent, Mrs. Ford, offers in evidence a transcript filed herein by her, and letters testamentary to her.

Dr. B. F. Smith, witness for opponent, sworn. I reside in this city, and know Mrs. Louisa Ford, widow of Chris. Ford; she resided in the family of Mr. Dieter, in the parish of Jefferson, about the 1st Decb'r, 1850, until 15th May, 1851, at which time she and my wife went on to the North; I resided at Mr. Dieter's at the same time; I resided in the house at the time, and Mr. Dieter was to take the house from me, which he did about the 1st Dec., 1850, and Mrs. Ford came there with him; it might have been in the last days of November. I visited the family of Dieter in the fore part of Oct. and Nov.; I think it was at Mr. Dieter's house that I first saw Mrs. Ford; I think I was at Mr. Dieter's house twice previous to his taking the house from me, and I think I saw Mrs. Ford there once; I think I heard her complain of passing an uncomfortable summer on account of the heat, and my impression was that she had been at Mr. Dieter's all that summer; I heard her say that she was very much dissatisfied with her fortunes in Louisiana, and if she got back to Virginia she would never return to Louisiana.

Cross-examined.

I supposed that Mrs. Ford had not established her permanent abode at Mr. Dieter's at the time I saw her there, but that she intended remaining there until she settled her business, and then go to Virginia. I do not remember that she ever spoke particularly of the seizure of the property by the bank, but my impression is that she did. I should think that these conversations occurred during the whole course of my acquaintance with Mrs. Ford, and should judge in the early part; there was a good deal of talk about it; my impression that the matter was the general conversation of the house from the time Mrs. Ford first came to the house; Dieter lived in the city of Layfayette, parish of Jefferson.

John McDougal, witness for opponent, sworn. I am a merchant, residing in this city; I know Mrs. Louisa Ford, widow of C. Ford; from the latter part of Nov., 1850, till about the middle of May, 1851, she lived at the house of Mr. Dieter, in the city of Lafayette, parish of Jefferson; I have been in the habit of visiting Dieter's house once or twice for the last 4 years; I do not think I saw Mrs. Ford there until the latter part of Nov., 1850; Ford, I think, died in California; I remember distinctly the time Ford left for Cal'a; it was in the winter of 1849.

Cross-examined.

My impression is that Mrs. Ford was to go to Virginia in the spring, and I think she told me she was waiting at Mr. Dieter's for a relation of hers who was to go to Virginia with her; I was intimate with the family of Mr. Dieter; I never heard anything from Mrs. Ford in relation to the seizure of the property by the bank.

Re-examined.

I think she left about the middle of May, 1851.

Louisa Booker, witness for opponent, sworn. I have known Mrs. Ford all my life; knew her in the parish of Ascension from the time of her arrival till she left; she arrived in *in* said parish about 7 years ago; I resided with her in the house in Ascension; it was my home from the time Mrs. Ford went there till she left; Ford died I think in 1849; I learned the death of Ford from a letter of Stockton Brooker, her brother, who went out to California with him as his companion; I do not recollect exactly at what time Mrs. Ford left Ascension to come here; I think it was in Oct. or Nov., 1850; I accompanied her; she went on her arrival here to Mr. Dieter's house in Lafayette to reside; I do not know how long she resided there; when she left Donaldson, I knew that Mrs. Ford, if she succeeded in her intentions, never would return to Louisiana. The overseer of the plantation was named Norwood; when Mrs. Ford left the plantation she left the principal part of the furniture there, deeming it illegal to take anything away. When Mrs. Ford left the plantation to come here she did not leave an article of dress there. I returned to the parish of Ascension in two weeks after Mrs. Ford left. It was not known in the neighborhood at the time I returned there that Mrs. Ford had left permanently; every one was surprised to hear she had. When I returned to Ascension I boarded at Mr. Miles Taylor's plantation, about 2 miles and a half or 3 miles from Ford's plantation. I know the slaves on the Ford plantation well; they were a very likely lot of negroes, I thought; they are the same as mentioned in the writ and sheriff's return; I know of carts and farming utensils, mules brought to the plantation within the last 3 or four years before the seizure; I did not see him bring them; after Ford's death, I know Mrs. Ford bought some mules, but do not know how many; I know that my uncle furnished the plantation with all necessary utensils when he first went there.

Cross-examined.

When Mrs. Ford went to Mr. Dieter's, she expected to remain here until she went to Virginia. The horses, mules, and utensils purchased by Ford and his wife were used by them on the plantation in making the crops. I know Mr. Dieter. I think it was the 1st of Nov. or the last of Oct., 1850, that I came here, and returned to Lafourche 2 weeks after. Mr. Dieter went up with me, I think; I do not know how long he remained there; I do not think he remained on the plantation 4 or 5 days. I went to the plantation with him, and he went with me to Mr. Taylor's, and I think I met him once or twice after.

S. W. Taylor, witness for opponents, sworn. I know of no debts left by Ford but three: 1 to me, 1 to Ventress, and 1 to McGee—each for about $400; and Ford told me, before he left for California, that he owed some $1,000 in Virginia. There was also a debt due G. Burke & Co. for about $2,000, which they sold. I do not know if it has been paid.

Cross-examined.

From my own knowledge, the 3 notes that I have spoken of that Ford was indebted on the 18th Dec., 1850; I know it, because the

3828

money was advanced by myself to Ford, to enable him to go to Cal'a; I took the notes, and the other parties paid me the amounts. I cannot state positively that the note to Ventress is outstanding; but the other two notes I know to be outstanding. There was a balance of account due by Ford to Burke & Co., and think it was sold to Mr. Dieter; I think it was something like $2,000—cannot say exactly. Glendy Burke held some mortgage notes, by act passed before J. H. Ilsly, as notary. I do not know what became of said mortgage notes; I know that Burke & Co. lost a considerable portion of the debt. My impression is, they lost fifty per cent. on the transfer, but do not now recollect what was the consideration.

Miles Taylor, witness for opponents, sworn. I know the Ford plantation very well, and probably some of the slaves; have no particular knowledge of the slaves. I resided many years within 3 miles of it; I frequently was on it when Rendall owned it, and passed by it frequently when Ford owned it. I supposed that that property, whilst I knew and now, was worth $50 an acre; I believe it is worth $50 an*d* acre. I have known more than that to be given for land in that neighborhood. The land has borne good crops; all the land from Donaldson down some 50 miles is hardly liable to crevasse; there is no danger of a crevasse, unless exposed from water from the river for a length of time; this land lies in an angle, and there is no danger of an overflow, unless there is a crevasse in the neighborhood of Donaldson. I know nothing of the force on the land. If I recollect right, Mr. Rendall has some 25 working hands on the land, some of them no doubt good hands; but what proportion I cannot tell. I believe that Ford brought some hands on the place.

Cross-examined.

I am not certain that I have been within the fence since Randall was there. I know nothing of the condition at the time of seizure. I know nothing personally of the crops raised by Ford on the plantation; but the public reputation was that his crops were not good, and he did not succeed very well. When I say the land is worth 50 dollars an acre, I mean lands similarly situated as this is. I imagine there is not a great deal of wood on the place. I believe the land is worth intrinsically $50 an acre to those who wish to make use of it, and have the means to do so. I believe that a great many planters have objection to buy land without wood on it. I do not consider the absence of wood as serious an injury as persons think, because the purchase of coal I think more economical than the trouble and time to cut wood. I would not be willing to buy the land and give $50 an acre cash; if I had means, I would not have purchased the land at $50 an acre, for I could have suited myself much better. I have no experience to tell what said land is worth on a cash sale; there are no sales made in this country of lands on such terms, but to one who would be willing and capable of buying, it would be worth that. I do not believe that it could be sold for cash at $50 an acre, because it is contrary to the custom in purchasing lands. I have never known of an instance for the purchase of lands in cash.

Joseph A. Beard, witness for opponent, sworn. I am a real estate and slave auctioneer; have dealt largely in the same in this city. In selling slaves they are sold singly or by round lots on plantations. Slaves have been selling and advancing in price for the last 3 or 4 years; from 1840 to 1846 the prices have been lower than before or since; in selling since, slaves have been going up, and in selling round lots, the prices have been going up, *and in selling round lots the prices have been going up.* Slaves, 5 years since, by the round lot, were worth $575; from that time they have been rising. The last sale we made of Beaulieu's negroes, on a cotton plantation in Mississippi, they sold at $650 all around, young and old. At the time of said sale last March, single men were worth $1,050 and women about $800; the same description of slaves at the present time, round, good average lots, are worth $700 each, and single slaves, men, are selling readily $1,250, and women at $850, and from that to $900. Good improved places, situated on Bayou Lafourche, 3 or 4 miles from Donaldsonville, and in good order, are selling from 40 to 50 dollars an*d* acre. I think, last June, we offered the place known as Sparks', about 1,000 acres, and 70 or 72 negroes; the round lot, I think I was bid for it $155,000—not equal to c*h*ash, but what is so called, to wit, one third cash and the balance on time.

Cross-examined.

Sparks' place I know personally; it is very highly improved; I should think the improvements were worth fully from $25,000 to $30,000. On a plantation with so many negroes we generally find some that cannot work, being too old, and some too young. The lot which we sold last March are what we call a medium lot of low country South Carolina slaves. Another, we always consider that a lot of slaves on a plantation, where there is an identity, they are worth more than moving them about from plantation to plantation. On looking over the list, I should judge from the description the lot to be a fair average one. Opponent offers in evidence the whole of the proceedings herein.

Robert Maurin, recalled by Hewit and Heron. I know the Ford plantation; my occupation has been, and is, a planter for myself and others. I have a plantation of my own. I managed the Ford plantation a short time, some years ago, when Randall purchased it. I do not know the slaves of Ford; I was present on the day of the sale, and I thought it was very well sold, because it would require a large capital to carry it on. The plantation is hardly drained; the sugar-house a very poor one, not large enough; the engine too small; the cabins bad, as also the fencing; hardly 10 cords of wood on the land, and the land full of coco grass. With my knowledge of the property on the day of sale, I would not have bought it at all; I would not have been willing to give $65,000 for it; I think I could have employed that amount of capital much better if I had it.

Being shown the map H now filed, says it describes the location. Lot No. ninety-seven represents the old place owned by Hewitt & Heron. Lot No. 103 is the Cabellero tract, the lower line of which is the upper line of the Ford plantation. Section 112 is the bayou tract, and the lower boundary of the Ford tract is the upper line of section 95 on said map. The lower front on the bayou of the plantation is about 4 miles and 7 or 8 acres from Donaldsonville. The lower point at I is about 3 miles and 7 or 8 acres from Donaldsonville. The tract No. 105 on said map is owned and possessed by Hewitt & Heron, and they are now cultivating it, and they purchased it about the time of the sheriff's sale in this case. The tract No. 95 on said plat has been likewise purchased by Hewitt & Heron, and they have it now under cultivation. The Ford plantation was adjudicated on the first offer to Mr. Dieter for $70,000, and he could not pay up the amount, and the Mr. Comstock, the sheriff, put it up again, and Mr .Latorez and Mr. Hewitt bid upon it. I think Mr. Latorez's bid was something like $63,000, but will not be sure; he lives right opposite. I was present from the time the bidding began till they were through, and if any objection was made I did not hear it.

Witness states that he knows the Sparks plantation. I would not give one acre of that for two of the Ford plantation; besides, the negroes are fine ones.

I know some of the negroes on the Ford place; there are some of them good ones, but then there are others which are not.

Cross-examined.

I would not have given 66,000 dollars for the plantation; I did not then have that amount.

It is admitted that Mr. Richard will state the same facts as the foregoing witness.

Table of Contents.

Names.	Sec.	Cert. or rept.	Area.
William Donaldson.................	94	129	83.18
Baltazar Plaisant.....................	95	136	77.65
Michel Dugat	96	257	388.14

TABLE—Continued.

Names.	Sec.	Cert. or rept.	Area.
Nicholas Dublin	97	R. & R. 418	409.96
William S. Watkins	98	" 416	15.36
Francisque Diez	99	383	7.39
Isabelle Beaugard, a free negro	100	283	26.32
Antonie Millicia	101	349	68.90
Dominique Descayne	102	358	29.52
Dominique Suarez	103	284	36.12
Manuel Romanos	104	270	28.76
Joseph Cavallero	105	R. & R. C. 97	20.37
Francisco Mathiau	106	353	45.71
Dominique Bourgeois	107	328	44.80
Lazaro Hernandez	108	327	98.00
Antoine Maxent	109	326	73.50
André Vega	110	354	73.50
Barthole Hernandez	111	355	73.50
Antoine Bayon	112	287	150.12
Bastien Landry	113	R. & R. 472	96.31
	114	....	161.96
Wid. and heirs of Pedro Allemand	115	R. & R. 21	220.00
Louis Bourdau	116	245	206.50
Jean Baptiste Suissard	117	86	44.80
William Conway	118	124	60.36
Isidore Blanchard, for the church.	119	391	78.14
Jean Vesrie	120	95	54.88
Antonie Paytavin	121	Rec'pt 371	86.80
Gregoire Le Blanc	122	" 26	56.16
Pedro Allemand	123	" 247	178.60
Juan Monson	124	77	123.65
Appoloine Sonpairae	125	Receipt 79	24.56
Antonio Perera	127	360	39.67
Lorenzo Acosta	129	472	3.93

[*For Plan marked A, see original, page* 23.]

SURVEYOR GENERAL'S OFFICE,
Donaldsonville, La., Nov. 26th, 1847.

A true extract from the approved township map now on file in this office.

(Signed) P. T. LANDRY,
Sur. Gen. La.

3830

Order allowing to file Supp'l Answer.—20th Nov., 1852.

BANK OF LA.
vs.
C. FORD.
} No. 4,297.

On motion of John H. Ilsley, esq., of counsel for Hewitt & Heron, it is ordered, by consent of E. L. Goold, esq., of counsel for Mrs. Ford, in open court, that they have leave to file a supplemental answer to the opposition filed by said Mrs. Ford to the monition obtained by them.

Order—(Continued.)—20th Nov., 1852.

BANK OF LA.
vs.
CHRIS. FORD.
} No. 4,297.

The opposition herein filed by Mrs. Louisa Ford to the homologation of the monition of Hewitt & Heron came on this day for trial, Roselius & Goold for Mrs. Ford, Ilsley & Garnett Duncan for Hewitt & Heron, when, after hearing testimony, the same is continued till Saturday, the 4th December next, at 10 o'clock a. m.

Return to Commission.—Opened and filed 27th Nov., 1852.

Fifth District Court of New Orleans, the State of Louisiana.

To any Judge or Justice of the Peace in the Parish of Ascension, greeting:

PRESIDENT, DIRECTORS & CO. OF THE BANK OF LOUISIANA
vs.
CHRIS. FORD.
On motion by Hewitt & Heron, and opposition by Louisa W. Ford, executrix, &c.
} No. 4,297.

Know ye, that we, reposing confidence in your prudence and fidelity, do, by these presents, give unto you authority diligently to examine all witnesses whatever, as well on the part of the plaintiff as of the defendant, in a certain suit now pending in the fifth district court of New Orleans, wherein the President, Directors & Co. of Bank of La. are plaintiffs, and C. Ford defendant; Hewitt & Heron are plaintiffs in monition, and Louisa W. Ford is opponent.

Therefore, we desire you, that at certain times and places, by you to be appointed for the purpose, you cause the said witnesses to come before you; that you then and there examine them apart, upon their respective corporal oaths first taken before you upon the holy Evangelists; that you reduce their examinations to writing; and when you shall so have taken them, that you send the same, with this commission, closed up under your seal, to us in our 5th district court, at the city of New Orleans, without delay.

Witness the Hon. A. M. Buchanan, judge of our said court, this 12th day of Nov., in the year of our Lord 1852, and in the 77th year of the independence of the United States.

[SEAL.] (Signed) J. O. CHALON, *D'y Cl'k.*

Interrogatories.

Fifth District Court of New Orleans.

BANK OF LA.
vs.
CHRIS. FORD.
No. 4,297.

Interrogatories to Dr. Johnson, Jesse Plaine, Mr. Monson, Mr. Rones, Mr. Thibaut, Mr. Ventress, Ewing Chapman, and J. L. Comstock and others, of parish of Ascension, witnesses for James Hewitt and David Heron, to be read upon the trial of the monition and opposition thereto.

1st. State whether you know the plantation, with slaves and other property thereon, situate on the Bayou Lafourche, which was adjudicated by the sheriff of Ascension to James Hewitt and David Heron, under the writ issued from the 5th district court of New Orleans; and if you do, state how long you have known*ed* this property, and what was its value in Dec'br, 1850, and January, 1851.

2d. State the condition of the property, whether in good order and ready for profitable use, or, on the contrary, requiring large expenditures to make it productive at the time of the sale. State the condition of the fences and the crops, and the drainage, and the supply of meats, provisions, and clothing, and of farming utensils, and of the sugar-mill, if any, at the time of the seizure and sale.

3d. State who was in possession of said estate at the time of the seizure in Dec., 1850, and who then claimed to be owner of it, and who was the overseer, if any person was, and whether Chris. Ford and his wife had their domicil upon said plantation at any time, and had their house furnished, and whether it so remained till the seizure and sale.

4th. State anything you know about the notices of seizure and of the appointing and swearing the appraisers, and every and any fact you may know conducing to prove that the sheriff complied in, with, or violated his duties in regard to the seizure and appraisement and sale and adjudication of said property, and of the compliance with the terms of the adjudication by the bidders, and who were the bidders at the sale.

5th. State what efforts were made by C. Ford to sell said estate, and whether it was worth as much as the lien and mortgages and privileges resting upon it, and whether Ford left permanently or temporarily, and whether his widow was in Ascension at or after the seizure and before or at the time of the sale, and whether she resided there and was temporarily absent or not.

6th. State any and every fact you may know that is material to the just decision of this cause as fully as if specially interrogated, and especially the value of the improvements put upon *put upon* the estate by Hewitt and Heron since their purchase, whether they were necessary and suited to the estate.

(Signed) J. H. ILSLEY,
By G. DUNCAN,
For J. HEWITT & D. HERON.

Reserving all legal exceptions, the executrix propounds the following cross-interrogatories:

1st. What is your age, your occupation, and your residence, and how long have you lived where you now reside?

2d. Who is present at your examination? In what house or building is your examination going on? Who has spoken to you in reference to your testimony in this case? With whom have you conversed touching the matters about which you have been testifying?

To J. L. Comstock, specially:

1st. Are you the sheriff who made the sale in dispute?

To J. Plane specially:

1st. Are you a planter or a carpenter?

To Messrs. Monson & Romes:

1st. Are you planters? What is the size of your respective plantations; and how many hands do you work? How long have you been planting? How do you know the facts to which you testify? Which of them do you know of your own personal knowledge, and which do you know from hearsay?

To Mr. Thibaut:

Are you not agent for a bank? For what bank?

To Mr. Ventress:

Are you not agent for the Bank of La.? Did said bank authorize you to purchase the property in dispute? for what price? Why did you not attend the sale, and make the purchase? Did you know the contents of these interrogatories before you answer them? If aye, in what manner did you find out their contents? Who is Hewitt & Heron's overseer on the plantation? Did you ever communicate with the Bank of Louisiana upon the subject of C. Ford's death? When did the bank first know of it? Did they not know of it before the sale?

(Signed) E. L. GOOLD, *Att'y.*

Commission may issue without affidavit.

(Signed) E. L. GOOLD.

In the matter of—

THE BANK OF LA.
vs.
CHRIS. FORD. } No. 4,297.—Hewitt & Heron, plaintiff in monition, and Louisa W. Ford, opponent.

Be it known that by virtue of a commission, addressed to any judge or justice of the peace in and for the parish of Ascension, issued out of the hon. 5th district court of New Orleans, in the above entitled and numbered suit, tested the 12th Nov'br, 1852, I caused the witnesses hereinafter examined to come before me at my office, in the town of Donaldsonville, and then and there did examine them apart, upon their respective corporal oaths first taken before me; that I propounded to each of them, said witnesses whose names are mentioned below, the questions contained in the interrogatories, and did reduce their respective and separate examinations and their answers to the interrogatories to writing, as follows:

On the 15th day of November, 1852, personally came and appeared Ewing Chapman, of this parish, one of the witnesses named as aforesaid in the interrogatories annexed to the commission, who being sworn answered each of the questions so propounded, as follows:

To the 1st interrogatory. I know the property referred to, and have known it for a number of years, but more particularly within the last 6 years, during the whole of which time last mentioned I have resided on the adjoining or contiguous plantation; the value of the Ford property, land and slaves, &c., was at the time of the sale what I then estimated at, say, $65,000; I then made a thorough examination of it, although I had frequently seen it before; the land was full of coco, and no timber on it; the negro force was physically a very weak one.

To the 2d interrogatory. The property at the time of the sale was in a wretched condition; the buildings, houses, and negro cabins were very ordinary and in a dilapidated state, and the sugar-house, although it has been recently erected, was so badly constructed as to be of little value, and the engine or mill was a common second-hand one, not at all adapted to the place; there was not one-half plant cane, and the rattoons were very bad; there were scarcely any fences on the place, and the drainage very imperfect; there was not winter clothing for the slaves; no meats or provisions, and only about half enough of corn for the balance of the season; the farming utensils were insufficient and inferior; the crops on the place for several years before the sale had been very poor, the last one not reaching 50 hogsheads; to make the property productive, it would have required very heavy disbursements; there was not one-third work stock on the place.

To the 3d interrogatory. At the time of the seizure of the property, I cannot say who was in possession of the plantation, but

Mrs. Ford's residence (where Ford and his family had always resided) was on the plantation in question, and all her furniture was then in her house, and remained there till the sale, in charge of her trusty servant; Mr. Dieter pretended he had bought the property, and came on the plantation before the seizure, claiming to take possession as owner; but Peter Norwood, the overseer, would not permit him to do so.

To the 4th interrogatory. I do not know anything about the notices of seizure; Mr. Rock and myself were duly appointed appraisers by the sheriff, myself for Mrs. Ford, and Mr. Rock for the bank, and we were both sworn in at the same time, before the appraisement was made; the property had been examined by several persons who intended to bid; it was bid off at the sale to Dieter, but he could not or did not comply with the terms of adjudication; his bid I believe was $70,000. It was then put up immediately afterwards, when a Mr. Letorey and a Mr. Hewitt were the only competitors, and it was at last adjudicated to Hewitt and Heron for about $66,000; the last purchasers complied with the terms of the adjudication to the satisfaction of the bank.

5th interrogatory. Ford was always anxious to sell the property, but could not find a purchaser to assume the encumbrances on it. If the encumbrances exceeded my estimations of the property, the place was not worth them. Ford left Louisiana temporarily; his widow lived in Ascension on the plantation, and was there most of the time before the seizure; she was only temporarily absent therefrom.

6th interrogatory. The Ford property is now in possession of Hewitt and Heron, who, before February, 1850, owned and possessed a plantation on Lafourche which run back all the lower line; stopped at the upper line of the Ford place; that all the land sold by the sheriff formed one plantation, and was bounded partly on the upper side by the tract of Hewit and Heron as aforesaid; the land sold by the sheriff is on the upper line about 3¼ miles from Donaldsonville, and the lower one 4 and a half miles therefrom; the improvements put on by Hewitt and Heron consisting of ditches, fences, new sugar-house, valuable apparatus, mill, &c., &c., are worth not less than $40,000, all the improvements put on the place by Hewitt and Heron.

Cross-interrogatories.

To 1st. I am forty years of age; I am a planter by occupation; I have lived off and on in this parish 20 years, and still reside there.

To 2d. No one but the magistrate is present at my examination in the justice's office; no one has conversed or spoken to me on the subject touching upon which I have testified.

Which testimony having been reduced to writing, and read to the witness, he has hereunto fixed his signature.

(Signed) EWING CHAPMAN.

Sworn to and subscribed to, on this the 15th day of Nov., 1852.

(Signed) WM. C. LAWES,
Justice of the Peace.

On the 17th day of Nov., 1852, personally came and appeared John L. Comstock, of this parish, one of the witnesses named as aforesaid in the interrogatories annexed to the commission, who being sworn, answered each of the questions so propounded as follows:

To 1st interrogatory he answers. I know the property well; have known it for 25 years; I consider the appraisement made at the time referred to of $65,000, as the full cash value of the property at the time of the sale.

To 2d interrogatory. The property appeared to me to be in a very bad condition; the fences and negro cabins were in a wretched condition; in fact all the improvements appeared to be in a bad condition; it would, in my opinion, have required large disbursements to have put the place in a condition to be productive; the crops made on the place for several years back were very poor; the last crop previous to the sale did not exceed 60 hogsheads, if it amounted to that quantity; the drainage was very bad; there were no meats on the plantation, nor apparently clothing for slaves; the farming utensils were in very bad order; the sugar-mill, at the time of sale, was a very inferior one, and not adapted to the place if properly cultivated.

To 3d interrogatory. Mrs. Ford, to the best of my knowledge, was in possession of the property at the time of the seizure. Peter Norwood was the overseer on the plantation; the domicil of Ford and wife was in the parish of Ascension up to the time of Ford's death, and Mrs. Ford continued to reside thereon up to the time of sale, being temporarily absent; the house in which Mrs. Ford resided was furnished, and continued so until the sale; I considered that her home; the property was considered as Ford's at the time of seizure.

To 4th interrogatory. The notice of seizure was served on the 18th Dec., 1850, by delivering it to Peter Norwood, the only white person I found on the plantation; I also served a notice to appear and to appraise on the bank, and to defendant by delivering the notice of seizure to Peter Norwood, on or about 22d January, 1851; and no appraiser having been appointed by the defendant, I named Ewing Chapman as appraiser to represent the defendant, and the Bank of La. named Charles Rock. The appraisers were duly sworn on the 31st January, and on the same day made their app'aisement. The property was offered for sale on the 1st day of February, 1851, at 11 o'clock a. m., at the *court* in the town of Donaldsonville; it was first adjudicated to Mr. Dieter for, I think, $70,000, but he did not comply with the terms of adjudication; it was then immediately offered again and adjudicated to Mess. James Hewitt and David Heron for $66,000; they complied with the terms and conditions of adjudication to the satisfaction of the bank agent; the sale of the property was duly advertised in the Vigilant, the only newspaper printed in Donaldsonville, or in the parish, from the time of seizure till the day of sale, and immediately on the publication of the first number of the Vigilant, containing the advertisement, it was cut out from said n'paper, and by me posted up at the court-house door, in strict conformity with the act of the legislature then in force.

To 5th interrogatory. I do not know what efforts Ford made to sell the plantation; I do not know the amount of the encumbrances against the property; but if they exceeded the amount I have stated as the value, the property was not worth the amount of the encumbrances. Ford left for California, with the intention of returning; his absence was only intended to be temporary. I cannot say whether Mrs. Ford was on the plantation after the seizure, but she resided there, as I have before stated, and was temporarily absent.

To 6th interrogatory. I know that Mr. Letorey, a wealthy planter, residing opposite the plantation, and that Mr. William Winchester, a wealthy man, came to the sale expressly to bid on the property. Let'y bid against Hewitt, but would not bid as much as the latter; I do not think that Winchester made a bid.

Answer to cross-interrogatories.

To 1st. My age is 41 last August; I reside in Donaldsonville from the time of my birth.

To 2d cross-interrogatories. There are several persons now in Mr. Lawe's office, (the magistrate,) but no one in any manner connected with the suit but Mr. Ilsley, who is Messrs. Hewitt and Heron's counsel. I have never conversed with any one previous to my examination, and no suggestions have been made to me by any one in relation to my testimony; I am the sheriff of the parish of Ascension, and made the sale of the property.

(Signed) J. L. COMSTOCK.

Sworn to and subscribed to on this the 17th day of Nov., 1852.

(Signed) WM. C. LAWES,
Justice of the Peace.

On the 17th day of Nov., 1852, personally came and appeared Dr. Johnson, of this parish, one of the witnesses named as aforesaid in the interrogatories annexed to the commission, who, being sworn, answered each of the questions propounded as follows:

To 1st interrogatory. I know the plantation, and have known it since Ford bought it; I cannot say what was its value in 1850 and 1851, never having made any exact estimate.

To 2d interrogatory. The property at the time of the sale was in bad condition, requiring considerable expense to put it in a condition to be profitable—the farming utensils I knowing nothing about; the fences were down and drainage were bad; the sugar-mill was a poor one, and not well adapted for the place; I cannot say anything about the provisions, clothing, &c., &c.

To 3d interrogatory. I cannot say who was in actual possession of the property at the time of the seizure and sale; but Peter Norwood was the overseer, and lived on the plantation. Ford and wife were living on the plantation when Ford started for California, and Mrs. Ford continued to reside there some time after she went to New Orleans, and was absent at the time of seizure. The house occupied by Ford, and afterwards by his wife, was furnished; I cannot say if it remained so at the time of seizure.

To 4th interrogatory. I know nothing about the seizure or proceedings with seizure and sale, nor anything about what is asked in this interrogatory, except that the property was adjudicated to Hewitt; I have no recollection who bid besides Hewitt and Jeter, or Shaffer.

To 5th interrogatory. I have heard Ford frequently express a wish to sell the property, but I do not know if he made any efforts to sell it; the value of the property I cannot say. Ford left for California, I think, with the intention of returning; I did not see Mrs. Ford on the place after the seizure, but I still considered that her domicil; when she left for New Orleans it was supposed she had gone on a visit, as she had done before.

To 6th interrogatory. I know nothing further than that at the sale it was adjudicated to Hewitt, and believe for Hewitt and Heron, and that the purchasers took possession of the property, and cultivated it; they have put on the property apparently very valuable improvements; there was very little wood on the property at the time of the sale, and the old part of the plantation is coco land.

Cross-interrogatories.

To 1st. My age is 45 years; I am a physician, living in the town of Donaldsonville since the year 1837.

To the 2d cross-interrogatories. The judge, a Mr. Adolphe Maurin, and Mr. Ilsley, are present at my examination; I am being examined in Mr. Lawe's office; no one has spoken to me in reference to my testimony; I have conversed with no one concerning the matters about what I have testified.

(Signed) B. W. JOHNSON.

Sworn to and subscribed to on this the 17th day of Nov'r, 1852.

(Signed) WM. C. LAWES,
Justice of the Peace.

3834

On the 18th day of Nov., 1852, personally came and appeared Manuel Monson, of this parish, one of the witnesses named as aforesaid in the interrogatories annexed to the commission, who, being sworn, answered each of the questions propounded as follows:

To the 1st interrogatory. I do know the property, as I was raised in immediate neighborhood of it; I have known it for 30 years; I cannot state what was its exact value in 1851.

To 2d interrogatory. The property was in a very bad order at the time of the sale; it would have then required large outlays to make it productive. The fences were in very bad condition. The crops had been very small, and the drainage imperfect. I cannot say anything about the meats, provisions, clothing, nor of the farming utensils or mill.

To 3d interrogatory. I do not know who were the actual possessors of the estate at the time of the seizure, December, 1850; it was considered the property of Ford's estate; Peter Norwood was the overseer on the place; Christ'er Ford and wife lived on the land until Ford went to California, and his wife still remained in the same house, in a furnished house; her domicil was there, although she was temporarily absent, and was not to my knowledge there after the seizure.

To 4th interrogatory. I know nothing about what is asked in this interrogatory.

To 5th interrogatory. I cannot say.

To 6th interrogatory. I know nothing further, except that one Jeter pretended to be owner of the property, and bought my adjoining land and plant-cane, for which he never paid me; I don't know the value of the improvements put on the property by Hewitt and Heron, but they must be very valuable, and appear to be well suited to the estate.

Cross-interrogatories.

To 1st. I am 43 yrs. old, and always lived in Assumption till lately, when I moved to Donaldsonville.

To 2d. No one but the justice is at my examination, which takes place at my house, being sick; no one has spoken to me in reference to my testimony in this case, nor have I conversed with any one on the subject.

To 3d. I was a planter; had a small plantation of one arpent front, near the Ford plantation; I worked by three hands; I have planted 14 years; what I have stated I know from my own knowledge.

(Signed) MANUEL his ⋈ mark. MANSON.

(Signed) WM. C. LAWES, *Witness.*

Sworn to and subscribed to by making his ordinary mark on this, the 18th day of Nov., 1852.

(Signed) WM. C. LAWES,
Justice of the Peace.

All of which witnesses, being the only ones whose presence could be secured, duly sworn, as aforesaid, and examined separately, and their testimony reduced to writing, I have closed this process verbal on this 18th day November, 1852.

(Signed) WM. C. LAWES,
Justice of the Peace.

Testimony by Consent.—Filed 30th Nov., 1852.
5 District Court.

BANK OF LA.
vs.
CHRIST. FORD.

Evan J. McCall deposes, he is a merchant of this city; was a planter in the parish of Assumption between 3 and 4 years, and is now a factor; witness is well acquainted with all the lands in the neighborhood of the parishes of Assumption and Ascension; witness knows the plantation formerly the property of Christopher Ford; has seen it, been in its neighborhood, and passed by it a great many times, and has been on it twice or three times; witness considers the Ford land, as he knew it when Ford had it, worth $50 per arpent; Ford was a very poor planter; in other hands the property would have yielded double its yield; it would have yielded double under good management; witness lived within a mile or a mile and a half of Ford's place; has not been in it since Ford's death, but was on it shortly before his death.

Cross-examined.

Knows there was some coco on the plantation; there is on all the plantations about there. Being asked if he believes there was any man in Louisiana who would give $50 per arpent for this land and improvements as it stood in Ford's time, says yes, he does. Does not know if there was seed-cane enough on it to plant it; does not know if the fences were in a condition to protect it from cattle; has been in the sugar-house with Ford, and does not think the machinery was very good; but under proper management it was capable of taking off from two hundred and fifty hogsheads; has bought and sold land in that vicinity, lately; I bought 1,300 arpents about a mile and a half from Ford; it was in a worse condition in every respect than Ford's at the time I bought it, but was better situated for draining, and the quality of the land better; I paid $95,000 cash for the land and 75 negroes in 1846. In 1848 I paid $70 an arpent for a tract next my own; the land first mentioned is now owned by Mr. Rock.

Re-examined.

First-rate field hands are now worth $1,200; when I bought the land and slaves just mentioned, men were worth about $800; witness has examined the list of negroes in the sheriff's return now shown him; has estimated them by reference to their description in the return, and by supposing them to be good hands, having no personal knowledge of them, values the whole lot, excluding the children, at $47,830, which, divided by 82, gives $583 as the value of each.

The children of two years and under he has considered as of no value to be appreciated on a plantation, and therefore did not include them in the estimate. Considers a young woman without a child as of more value than with a child.

(Signed) E. JONES McCALL.

Perry, 60	$300		Henry, 10	$500	
Daniel, 37	800		Susan, 10	500	
Louis, 7	150		Aglae, 14	600	
Jim, 14	600		Caroline, 15	600	
Sidney, 9	300		William, 25	1,000	
Sylvester, 11	500				11,700
Henry Byrne, 47	700		Sarah, 31	700	
Sarah, 31	600		Satira, 27	700	
Winney, 14	600		Shadrack, 8	300	
James, 12	500		Robert Brooks, 35	900	
Squire, 8	300		Casey, 38	600	
Harrison, 8	300		Bill, 17	1,000	
Crecy, 32	700		Amanda, 9	400	
Mary Skinner, 56	500		Patsey, 6	200	
George S., 22	1,000		Sylvia B., 42	500	
Hen. Woods, 36	900		Bill, B., 20	1,000	
Grace, 10	400		Frank, 18	1,000	
Minty, 28	700		Maria, 15	700	
Thomas, 12	600		Georgiana, 10	450	
Mary, 60	200		Virginia, 12	500	
William, 8	400		Moses, W., 46	800	
Kitty, 16	700		Maria, W., 40	600	
Albert, 7	250		Nick, 18	1,000	
Harry, 28	900		Dolly, 16	700	
Susan, 19	800		Silvy, 13	600	
John Bond, 31	900		Calvert, 8	350	
		14,600	Charlotte, 21	700	
Nathan, 23	1,000		Emma, 14	500	
Hanover, 26	1,000		John, 16	700	
Randall, 50	400		Mary, 17	700	
Joe, 40	800		Fanny, 25	650	

Jack	800	
		4,000
Richard, 27	1,000	
Brown, 45	800	
Squire, 40	800	
Elijah, 28	1,000	
Cesar, 40	800	
Mary Ann, 55	400	
Virginia, 21	700	
Hanover, 70	100	
Julia, 70	100	
Aunta, 20	800	
Martha, 27	600	
Lucretia, 10	500	
Hosey, 13	600	
Matilda, 12	500	
Louisa, 7	250	
Martha, 10	400	
Philip, 5	50	
John, 14 mos		
Joseph, 2 yrs		
	47,750	

Additions in original—

$17,450
14,600
15,780
47,830

John V. Chresah deposes, he resides in Lafayette, and has been an overseer and a planter for 25 years; has a plantation at Point Coupee, now cultivated by him; has resided in different parishes in the State, and resided six years in Ascension; knew the Ford place first in 1833, and has been on it frequently, and especially when Mr. Randall lived on it, and estimates it at $50 an arpent.

(Signed) JOHN V. CHRESAH.

Jurat waived and taken by consent, subject to all legal objections.

(Signed) G. DUNCAN,
For Hewitt & Heron.

Testimony on Opposition to Monition.—Filed 4th Dec'br, 1852.

BANK OF LA.
vs.
CHRIS. FORD.

Testimony taken in open court on opposition to monition.—4th Dec'br, 1852.

Hewitt & Heron offer in evidence the testimony taken under commission, the return to which is filed the 27th Nov., 1852.

In taking down the testimony in court the name of Mr. Dieter, or Deeter, and Jeter, and Geter, occurs frequently, but the person named by the witnesses is the same referred to in defendant's deposition as Mr. Jeter, and to save confusion, and the correction of the evidence, whenever these names occur it is admitted by the parties that John T. Jeter was the person designated by the witness.

Hewitt & Heron offer in evidence an act of sale of plantation and slaves by Bank of La. to Christopher Ford, passed before Wm.

Christy, not. pub., on 11th Nov., 1845; copy now filed and marked No. 3.

Hewitt & Heron offer in evidence the petition and order, note an act of mortgage with the endorsements thereon; the writ of seizure, and sale, and sheriff's return thereon in this case; also the supplemental petition and order; the al; writ of seizure and sale, and sheriff's return thereon in this case; all filed.

Also the sheriff's deed of sale to Hewitt & Heron, now filed and marked No. 5.

Also the last deed of sale made by the sheriff, now filed and marked No. 6.

Also the receipt of the Canal Bank for the debt, now filed and marked No. 7.

Also the notarial act of Theo. O. Starke, notary, marked No. 8 and filed, together with the protests and notes marked 3,089, 3,090, 3,091, 3,092, 3,093, and 3,094, together with the endorsements thereon, and the name of William Christy, not. pub., across the face, and the name of Christopher Ford, maker of the bills, at the foot of each said bills, erased by said Stark, not. pub., as stated in said act No. 8, all of which are produced and filed by Hewitt & Heron.

Also the will of Christopher Ford, and probate thereof, copy now filed and marked No. 9.

Also an act of sale of the right, title, and interest in the succession of C. Ford, by Louisa W. Perkinson, wife of the late C. Ford, to John J. Jeter, copy now filed and marked No. 10.

Also a power of attorney from Louisa Ford to John J. Jeter, copy now filed and marked No. 11.

Also an act of sale by Louisa Ford to Hewitt & Heron, copy now filed and marked No. 12, together with the note No. 4,087, with the endorsement thereon.

Also an act of erasure of mortgage, now filed and marked No. 13.

Also a certificate of recorder of mortgages, now filed and marked No. 14.

It is admitted that the distance from this court-house to the plantation in controversy .

Opponent offers in evidence the deposition of John L. Comstock, now filed.

Document No. 3.

Sale of Plant'n and Slaves by Bank of La. and Canal Bank to Christopher Ford.—Filed 4th Dec'br, 1852.

STATE OF LA.,
City of New Orleans.

Be it known that this day, before me, Wm. Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and qualified, personally came and appeared Benjamin Story, of this city, president of the Bank of La., and herein acting in his capacity as such by virtue of two certain resolutions passed by the President, Directors and Co. of the said Bank of La., one on the 23d day of Oct'br, and the other on the 30th day of Oct'br last past, copies of which resolutions are annexed in the margin hereof for reference; and with him also came and appeared Glendy Burke, of this city, president of the New Orleans Canal and Banking Co., and herein acting in his capacity as such, by virtue of a resolution passed by the President, Directors and Co. of the said New Orleans Canal and Banking Co., on the 29th day of Oct. last past:

Which said appearers declared that for the consideration hereinafter expressed they do by these presents, in their capacity aforesaid, grant, bargain, sell, convey, transfer, assign, and set over, with all legal warranties, unto Chris. Ford, of Amelia county, State of Virginia, here present, accepting and purchasing, for himself, his heirs and assigns, and acknowledging delivery and due possession thereof, the hereinafter described property and slaves, to wit:

First. A certain plantation or tract of land situate on the left bank of Bayou Lafourche, about 3 miles below Donaldsonville, parish of Ascension, in this State, containing 13½ arpents front on said bayou, and having such depth as thereto belongs, bounded on the lower side by the lands of Bertholl Minson, and on the other side by the lands of Balthazer Alemain.

2d. A certain other tract of land also situated on the left bank of the said Bayou Lafourche, about 3 miles of the Mississippi river, measuring 13 arpents front on said bayou, by an irregular depth from 20 to 30 arpents, bounded above by lands of the said Balthazer Alemain, together with all the buildings and improvements, stock, farming utensils, supplies, &c., to the said premises belonging, or in any wise appertaining; also the following named and described slaves at this time employed and belonging to the said premises, to wit:

Names.	Ages.	Color.	Names.	Ages.	Color.
Jack	19		Hannah	65	
Nathan	19		Julia	65	
Hanover	20		Aime	15	
Randall	45		Martha	22	
Jos	35		Letitia	3	
Jack	35		Ralph	1	

List—Continued.

Names.	Ages.	Color.	Names.	Ages.	Color.
Richard	22		Sarah		
Brown	45		Louisa	8	
Squire	35		Henry	3	
Elijah	23		Mary	2	
Cæsar	35		Susan	3	
Charles	22		Aglaye	8	
Mary Ann	50		Caroline	10	
Virginia	16		William	20	

Total number of slaves 28.

Which said property and slaves were purchased by the present vendors at a sale thereof, made by the sheriff of the said parish of Ascension, on the 4th day of Oct. last past, the same having been seized under four several writs—one issued out of the first judicial district court, and the other three out of the 2d judicial district court of this State, in the following named suits, to wit: the President, Directors & Co. of the Bank of Lousiana vs. David R. Randall, in the said first judicial district court, No. 24,213. The Same vs. The Same, in the 2d judicial district court, No. 1,231. The New Orleans Canal and Banking Co. vs. The Same, in the same last mentioned court, No. 1,249; and The Same vs. The Same, in the said last mentioned court, No. 1,250: To have and to hold the said premises and slaves, rights, privileges, &c., unto the said purchaser, his heirs and assigns forever. And the said vendors, in their said capacity, the said premises and slaves, rights, privileges, &c., herein conveyed to the said purchasers, his heirs and assigns, shall and will warrant and forever defend against all legal claims and demands whatsoever; and the said vendors, in their said capacity, do moreover transfer unto the said purchaser all and singular the rights and actions of warranty to which they now are or may be entitled *entitled* against any and all of the former owners of the premises and slaves herein conveyed, hereby subrogating the said purchaser in and to the said rights and actions to be by him enjoyed and exercised, in the same manner as they might have been by the said vendors.

This sale is made for and in consideration of the sum of $40,000, which has been paid in manner following, to wit: $3,000 in ready money, and in liquidation of a portion of the balance the said purchaser has delivered his bond or obligation for the sum of public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and qualified, personally came and appeared Benjamin Story, of this city, president of the Bank of La., and herein acting in his capacity as such by virtue of two certain resolutions passed by the President, Directors and Co. of the said Bank of La., one on the 23d day of Oct'br, and the other on the 30th day of Oct'br last past, copies of which resolutions are annexed in the margin hereof for reference; and with him also came and appeared Glendy Burke, of this city, president of the New Orleans Canal and Banking Co., and herein acting in his capacity as such, by virtue of a resolution passed by the President, Directors and Co. of the said New Orleans Canal and Banking Co., on the 29th day of Oct. last past:

Which said appearers declared that for the consideration hereinafter expressed they do by these presents, in their capacity aforesaid, grant, bargain, sell, convey, transfer, assign, and set over, with all legal warranties, unto Chris. Ford, of Amelia county, State of Virginia, here present, accepting and purchasing, for himself, his heirs and assigns, and acknowledging delivery and due possession thereof, the hereinafter described property and slaves, to wit:

First. A certain plantation or tract of land situate on the left bank of Bayou Lafourche, about 3 miles below Donaldsonville, parish of Ascension, in this State, containing 13½ arpents front on said bayou, and having such depth as thereto belongs, bounded on the lower side by the lands of Bertholl Minson, and on the other side by the lands of Balthazer Alemain.

2d. A certain other tract of land also situated on the left bank of the said Bayou Lafourche, about 3 miles of the Mississippi river, measuring 13 arpents front on said bayou, by an irregular depth from 20 to 30 arpents, bounded above by lands of the said Balthazer Alemain, together with all the buildings and improvements, stock, farming utensils, supplies, &c., to the said premises belonging, or in any wise appertaining; also the following named and described slaves at this time employed and belonging to the said premises, to wit:

Names.	Ages.	Color.	Names.	Ages.	Color.
Jack	19		Hannah	65	
Nathan	19		Julia	65	
Hanover	20		Aime	15	
Randall	45		Martha	22	
Jos	35		Letitia	3	
Jack	35		Ralph	1	

List—Continued.

Names.	Ages.	Color.	Names.	Ages.	Color.
Richard	22		Sarah		
Brown	45		Louisa	8	
Squire	35		Henry	3	
Elijah	23		Mary	2	
Cæsar	35		Susan	3	
Charles	22		Aglaye	8	
Mary Ann	50		Caroline	10	
Virginia	16		William	20	

Total number of slaves 28.

Which said property and slaves were purchased by the present vendors at a sale thereof, made by the sheriff of the said parish of Ascension, on the 4th day of Oct. last past, the same having been seized under four several writs—one issued out of the first judicial district court, and the other three out of the 2d judicial district court of this State, in the following named suits, to wit: the President, Directors & Co. of the Bank of Lousiana vs. David R. Randall, in the said first judicial district court, No. 24,213. The Same vs. The Same, in the 2d judicial district court, No. 1,231. The New Orleans Canal and Banking Co. vs. The Same, in the same last mentioned court, No. 1,249; and The Same vs. The Same, in the said last mentioned court, No. 1,250: To have and to hold the said premises and slaves, rights, privileges, &c., unto the said purchaser, his heirs and assigns forever. And the said vendors, in their said capacity, the said premises and slaves, rights, privileges, &c., herein conveyed to the said purchasers, his heirs and assigns, shall and will warrant and forever defend against all legal claims and demands whatsoever; and the said vendors, in their said capacity, do moreover transfer unto the said purchaser all and singular the rights and actions of warranty to which they now are or may be entitled *entitled* against any and all of the former owners of the premises and slaves herein conveyed, hereby subrogating the said purchaser in and to the said rights and actions to be by him enjoyed and exercised, in the same manner as they might have been by the said vendors.

This sale is made for and in consideration of the sum of $40,000, which has been paid in manner following, to wit: $3,000 in ready money, and in liquidation of a portion of the balance the said purchaser has delivered his bond or obligation for the sum of

$14,509 15, drawn in favor of the President, Directors & Co. of the said New Orleans Canal and Banking Co., dated this day and made payable at the banking-house of the said company, in this city, one year after date, and bearing interest on the face thereof, at the rate of eight per cent. per annum from date until final payment; and in further and final liquidation of the remaining balance thereof, say $22,490 85, the said purchaser has furnished his seven promissory notes for the sum of $3,212 ninety-seven and $\frac{6}{7}$ cents each, drawn in favor of the President, Directors & Co. of the said Bank of La., dated this day and made payable, respectively, in one to seven years after date, and bearing interest on the face thereof at the rate of eight per cent. per annum from date, until final payment; which said notes and bond or obligation, after having been paraphed by me, notary, to identify them with this act, were delivered to the said Story and Burke respectively, who hereby acknowledge the receipt thereof, as well as of the said ready money.

And in order to secure the punctual payment of the aforesaid bond or obligation and notes at maturity, and the eventual interest thereon, the said purchaser hereby specially mortgaged to the said vendors the herein described and sold premises, slaves and property, as well as 68 other slaves, which are now in the parish of East Feliciana, in this State, and which are immediately to be transferred to the aforesaid premises; which slaves are of the names and description following, to wit:

Names.	Ages.	Color.	Names.	Ages.	Color.
George Chunck	35	Bl'k.	Elizabeth	6 mos.	Bl'k.
Terry	54	“	Harry Byrne	40	“
Daniel	30	“	Carter	45	“
Lucy	20	“	Sarah	25	“
Lewis	1	“	Winny	7	“
Charlotte	28	“	James	5	“
Jim	7	“	Squire	3	“
Sidney	3	“	Harrison	2	“
Lydy	2	“	Davy Skinner	60	“
Sylvester	5	“	Crecy	26	Griff.
Crecy's child	Infant.	Griff.	Ben Bond, jr.	25	“
Mary Skinner	50	“	Satira	22	“
George S.	16	“	Shadrack.	1	“
Henry Woods	30	“	Robert Woods	29	Bl'k.
Grace S.	5	“	Cassey	32	“
Bill Martin	25	“	Bill	11	“

List—Continued.

Names.	Ages.	Color.	Names.	Ages.	Color.
Minta	22	Griff.	Amanda	3	Bl'k.
Thomas	7	“	Patsey	3 mo.	“
Mary	4	“	Sylvia Briscoe	36	“
Calvert	3	Yellow.	Bill Briscoe	14	“
Charlotte	13	“	Frank	13	“
Emma	9	“	Maria	10	“
John	16	Bl'k.	Georgiana	3	“
Rachel	3	“	Virginia	4	“
William	3	Griff.	Moses Wood	40	Yellow.
Kitty	10	“	Maria Wood	35	“
Albert	2	“	Nick	12	“
Harry S.	22	“	Dolly	10	“
Ben. Bond	60	“	Sylvia	7	“
Cassandra	55	“	Sarah	5	“
Susan B.	13	“	Missouri	2	“
John B.	26	“	Mary	11	“
Sarah.	25	“	Fanny	26	“
Matilda	6	Bl'k.	Louisa	1	Bl'k.

The said purchaser promises not to alienate, deteriorate, or encumber the aforesaid property and slaves, or any portion thereof, to the prejudice of this mortgage.

It being well understood and agreed to by and between all the said parties that this mortgage is to be concurrent with and is to have no privilege or preference over the one to be this day given by the said purchaser to the said President, Directors & Co. of the Bank of La. on the whole of the above-described lands, property, and slaves, to secure the payment of a loan for $12,000, made to him by the said institution, so far as the said institution is concerned, even in case one of said mortgages should be recorded before the other. But this arrangement is not to affect the rights and privileges of the said New Orleans Canal and Banking Co., whose mortgage to secure the said bond or obligation for the sum of $\$14,509\frac{15}{100}$, held by them as aforesaid, is to be and remain concurrent with the one now being given to the said Bank of La., and is to hold its place and preference over that to be given to the said President, Directors & Co. of the Bank of La. to secure the said loan of $12,000.

And here personally came and appeared Felix Huston, of Adams county, State of Miss'pi, who, intervening in these presents, and after having read what is above written, declared, that whereas the said last-described and mortgaged 68 slaves has been mortgaged through him as agent to Mary E. Huston, his wife, by the said Ford, to secure the payment of his 2 several promissory notes, drawn in favor of the said Mrs. Mary E. Huston—one for the sum of $\$2,193\frac{37}{100}$, and the other for the sum of $\$8,713\frac{37}{100}$—both dated Natchez, 3d Feb'y, 1845, and made payable at the Bank of La., in this city, on the 3d Feb'y, 1846; which mortgage has been duly recorded in the said parish of East Feliciana; and whereas the said 2 notes have been paid in anticipation, as well as the interest due thereon:

Now, therefore, the said appearer moreover declared, that in consideration of the payment aforesaid, he does, by these presents, in his capacity of agent as aforesaid, cancel and annul the mortgage aforesaid, and fully authorizes and requires the recorder of mortgages for the said parish of East Feliciana to erase the same from his books.

And I, the said notary, do declare and certify, that the said two notes were produced by the said Ford and cancelled in my presence and in that of the undersigned witnesses.

And it is moreover understood and agreed to, by and between the said parties, that although the said obligation in favor of the New Orleans Canal and Banking Co. is made payable one year after date, yet the said Ford (as per agreement) has the privilege of extinguishing the same, and the interest to accrue thereon, by 7 annual payments, to be made at the end of each and every year, from one to seven years.

And here the said purchaser declared that he dispensed with the production of a certificate from the recorder of mortgages for the said parish of Ascension, showing the mortgages, if any, upon the said property and slaves, and to be annexed to this act, as required by article 3,328 of the Civil Code of this State.

Thus done and passed in my office, at the said city of New Orleans, in the presence of Wm. H. Christy and Henry Rareshide, witnesses, of lawful age and domiciliated in this city, who hereunto sign their names, together with the said appearers and me, said notary, on this 11th day of Nov'br, 1845.

Original signed: Felix Huston. Chris'ter Ford. Ben. Story, Pres't. G. Burke, Pre't. H. Rareshide, Wm. H. Christy. Wm. Christy, Not. Pub.

I certify the foregoing to be a true copy of the original act on file and of record in the archives of Wm. Christy, late notary in this city, my predecessor in office.

In faith whereof, I grant these presents, under my signature and the impress of my seal of office, at New Orleans, this 11th day of Dec'br, 1850.

[SEAL.] (Signed) THEO. O. STARKE,
Not. Pub.

Document No. 4.

Vide reference, page 38.

Alias Writ of Seizure and Sale, and Sheriff's Return.—Issued 25th Feb'ry, 1851.

5th District Court of New Orleans, the State of Louisiana.

To the Sheriff of the Parish of Ascension, greeting:

PRESIDENT, DIRECTORS & CO. OF BANK OF LA.
vs. } No. 4,297.
CHRIS. FORD.

You are hereby commanded, as heretofore, in the name of the State of La., and of the 5th district court of N. Orleans, to seize and sell according to law the following mortgaged slaves, viz: Jack Randall, aged 22 y'rs ; Sarah Randall, aged 55 ; Beeby See, or Lee, aged 5; Geo. Henry, aged 5; and Betty, aged 5—to satisfy plaintiff's claim herein, to wit, the sum of $1,200, with interest thereon at the rate of 8 per centum per annum from the 11th day of Nov., 1846, until paid, and the costs of this suit, and in what manner you shall have executed this writ, you make return thereof to our said court on or before the 1st Monday of May next.

Witness the Hon. A. M. Buchanan, judge of our said court, at the city of New Orleans, the 25th day of February, in the year of our Lord 1851, and in the 75 year of the independence of the United States.

(Signed) A. BOISBLANE,
D'y Clerk.

Return.

Rec'd the within process on the 1st March, 1851.
(Signed) J. L. COMSTOCK, *S'ff.*

Rec'd the within process on the date hereon endorsed, and on the 20th of the same month executed it by seizing the following 4 slaves herein mentioned, to wit: Sarah Randall, a negro girl, aged about 55 years; Beeby Lee, or See, aged about 5 years; Geo. Henry, aged about 5 years ; and Betty, aged about 5 years—which slaves, after the delay required by law for the notices of seizure had expired, were advertised in the English and French languages, in a paper published in the parish of Ascension, called the Vigilant ; which advertisements were cut out of the 1st number of said paper, "the No. of the 6th of August, 1851," and posted up at the court-house door in the town of Donaldsonville, said slaves remaining advertised, as above stated, from the 6th of August up to the 6th of September, 1851, the day of the sale, being full 32 days ; and, after having fulfilled all the other formalities required by law, and the said slaves having been appraised, I offered them for sale at the court-house at the town of Donaldsonville, on Saturday, the

6th of Sept., 1851, at 11 o'clock a. m., when, after crying the sale of said slaves for a considerable time, I adjudicated them to David Heron and James Hewitt, for the full price and sum of $800, the said price being over two-thirds of their appraised value, and the said Hewitt & Heron being the highest and last bidders.

The slave Jack Randall, mentioned in thit writ, not being within the limits of this parish, no seizure of said slave was made.

Therefore I make this my return.

(Signed) J. L. COMSTOCK, *S'ff.*

Parish of Ascension, 9th of Sept., 1851.

Document No. 5.

Sheriff's Deed of Sale of Plantation and Slaves to J. Hewitt and David Heron.—Filed in evidence 4th Dec., '52.

UNITED STATES OF AMERICA,
The State of Louisiana, Parish of Ascension.

Be it remembered, that whereas I, John Lewis Comstock, sh'ff of the parish of Ascension, State of La., duly *commission* and sworn, in obedience to an order of seizure and sale to me directed, by the hon. the 5th district court of New Orleans, in the matter of the President, Directors & Co. of the Bank of La. vs. Chris. Ford, No. 4,297, after having fulfilled and complied with all the legal previous requisites, did seize all the following mortgaged property, to wit:

A certain plantation or tract of land situate on the left bank of the Bayou Lafourche, about 3 miles below Donaldsonville, parish of Ascension, in this State, containing 13½ arpents front on the said bayou, and having such depth as thereto belongs; bounded on the lower side by lands of Berthole Monson, and on the other side by lands of Balthazar Alemain.

2d. A certain other tract of land, also situated on the left bank of the said Bayou Lafourche, about 3 miles from the Mississippi river, measuring 13 arpents front on said bayou, by an irregular depth from 20 to 30 arpents, bounded above by lands of Joseph Caballero, and below by lands of said Balthazar Alemain, together with all the buildings and improvements, stock, farming utensils, supplies, &c., &c., to the said premises belonging or in anywise appertaining.

3d. And also the following named slaves, on and attached to the said plantation, aged at the time of said seizure as follows, to wit: Nathan, aged about 23 years; Hanover, aged 26; Randall, 50; Joe, 40; Jack, 40; Richard, 27; Brown, 45; Squire, 40; Elijah, 28; Cesar, 40; Mary Ann, 55; Virginia, 21; Hannah, 70; Julia, 70; Aime, 20; Martha, 27; Letitia, 10; Louisa, 13; Henry, 10; Susan, 10; Aglae, 14; Caroline, 15; William, 25; Terry, 60; Daniel, 37; Lewis, 7; Jim, 14; Sidney, 9; Sylvester, 11; Henry Byrne, 47; Sarah, 31; Winney, 14; James, 12; Squire, 8; Harrison, 8; Crecy, 32; Mary Skinner, 56; George S., 22; Griff Henry Woods, 36; Grace, 10; Minta, 28; Thomas, 12; Mary, 10; William, 8; Kitty, 16; Albert, 7; Harry S., 28; Susan B., 19; John B., 31; Sarah, 31; Satira, 27; Shadrack, 8; Robert Brooks, "Alias Wood," 35; Casey, 38; Bill, 17; Amanda, 9; Patsey, 6; Sylvia Briscoe, 42; Bill Briscoe, 20; Frank, 18; Maria, 15; Georgiana, 10; Virginia, 12; Moses Wood, 46; Maria Wood, 40; Nick, 18; Dolly, 16; Sylvia, 13; Calvert, 8; Charlotte, 20; Emma, 14; John, 16; Mary, 17; Fanny, 35; Matilda, 12; Louisa, 7; Rosetta, 4; Martha, 10 mos.; Phil., 5 yrs.; John, 14 mos.; Josephine, 2 yrs.; Davy, 2 mos.; Sam, 2 yrs.; Edmond, 4 yrs.; Johannah, 5 yrs.; John, 14 mos.; Alice and Malvina, "twins," 4 mos.; and after having given due and legal notice to the said Chris. Ford of the said seizure, in the manner pointed out by law, I advertised the said property for sale after the expiration of the legal delay, from the time of said notices, to wit, on the 28th day of Dec'br, 1850, by advertisement composed in the English and French languages, announcing the sale to take place at the court-house, in the town of Donaldsonville, on Saturday, the 1st day of Feb'ry, 1851, at 11 o'clock a. m.; said advertisements were inserted and published in French and English, in a newspaper published in the parish of Ascension, called the Vigilant, and posted up in both aforesaid languages at the court-house door of the parish of Ascension, from the said 28th day of Dec'br, 1850, to the day of sale, being fully 30 days from the date of the first notice given; said advertisements were inserted in said newspaper on the 28th of Dec'r, 1850, on the 4th, 11th, 18th, 25th January, and 1st Feb'ry, 1851; and having further complied with and performed all the additional previous legal requisites, and after the said property having been appraised, did expose the same at public sale according to law, at the court-house, in the town of Donaldsonville, on the said 1st day of Feb'ry, 1851, at 11 o'clock a. m., for cash, and after crying the same for a considerable time, when James Hewitt and David Heron, of the city of New Orleans, being the highest and last bidders, the said before described property was adjudicated to the said James Hewitt and David Heron, for the full price and sum of $66,000 cash; but by subsequent agreement between the President, Directors & Co. of the Bank of La., and James Hewitt and David Heron, the said Hewitt and Heron did assume the payment of $43,406 $\frac{98}{100}$, amount of principal and interest due to the Bank of La., by Chris. Ford, on the said 1st day of Feb'ry, 1851; as also the sum of $916 81 cents costs advanced by said Bank of La., as follows, to wit: $94 78 for provisions; $1 apothecary ac't.; $8 90 mdse.; 50 c. sheriff Orleans; $164 50 guardianage; $75 00 printer's bill; $4 50 recorder; $228 81 State, mill and parish taxes for the year 1850; $338 82 sheriff's costs, Ascension; and by agreement between the President, Directors & Co. of the New

Orleans Canal & Banking Co., the said James Hewitt and David Heron, the said Hewitt and Heron did assume the payment of $20,580 35 cents, amount of principal and interest due the New Orleans Canal & Banking Co., by Christopher Ford, on the said 1st day of Feb'ry, 1851, which different amounts make in the aggregate the sum of sixty-four thousand nine hundred and four dollars fourteen cents, leaving a balance of the price of said property of one thousand and ninety-five dollars eighty-six cents, which was paid over to the said President, Directors and Company of the Bank of Louisiana, for the purpose of meeting other privileged claims against said property.

And whereas, by reference to the certificate of mortgages obtained from the parish recorder in and for the parish of Ascension, it does appear that there existed on said property the following mortgages, to wit:

1st. A special mortgage in favor of the New Orleans Canal and Banking Company for the sum of fourteen thousand five hundred and nine $\frac{17}{100}$ dollars.

2d. A special mortgage in favor of the Bank of Louisiana for the sum of twenty-two thousand four hundred and ninety $\frac{85}{100}$ dollars, both of said sums bearing interest respectively at eight per cent. per annum, from the 11th day of November, 1845, till paid, and being secured principal and interest by mortgage on the following described property and slaves granted by the said Christopher Ford in favor of said banks, by act passed before William Christy, a notary public in the city of New Orleans, on the 11th day of November, 1845, to wit:

A certain plantation or tract of land situate on the left bank of the Bayou Lafourche, about three miles below Donaldsonville, parish of Ascension, in this State, containing thirteen and a half arpents front on said Bayou Lafourche, and having such depth as thereto belongs; bounded on the lower side by the lands of Berthole Monson, and on the other side by the lands of Belthazar Alemain.

Second. A certain other tract of land also situate on the left bank of the said Bayou Lafourche, about three miles from the Mississippi river, measuring thirteen arpents front on the said Bayou Lafourche, by an irregular depth from twenty to thirty arpents, bounded above by lands of Joseph Cabellero, and below by lands of the said Belthazar Alemain, together with all the buildings and improvements, stock, farming utensils, supplies, &c., &c., to said premises belonging, or in anywise appertaining; Also the following named and described slaves (28 in number) at the time employed and belonging to the said premises, to wit: Jack, aged 19 years; Nathan, 19 yrs.; Hanover, 20; Randall, 45; Jos, 35; Jack, 35; Richard, 22; Brown, 45; Squire, 35; Elijah, 23; Cesar, 35; Charles, 22; Mary Ann, 50; Virginia, 16; Hannah, 65; Julia, 65; Aime, 15; Martha, 22; Letitia, 3; Ralph, 1; Sarah Louisa, 8; Henry, 3; Mary, 2; Susan, 3; Aglai, 8; Caroline, 10;

3841

William, 20; also 68 other other slaves which were then in the parish of East Feliciana, in this, and were immediately to be transferred to the aforesaid premises, which slaves were of the names, ages and description following, to wit: George Church, aged 35 yrs.; Terry, 54; Daniel, 30; Lucy, 20; Lewis, 1 yr., Charlotte, 28; Jim, 7; Sydney, 3; Leddy, 2; Sylvester, 5; Elizabeth 6 mos.; Harry Byrne, 40 yrs.; Carter, 45; Sarah, 25; Winny, 7; James, 5; Squire, 3; Harrison, 2; Davy Skinner, 60; Crecy, 26 (griff); Crecy's child (infant); Mary Skinner, 50; George S., 16; Henry Woods, 30; Grace S., 5 yrs.; Bill Martin, 25 yrs.; Minta, 22; Thomas, 7; Mary, 4; William, 3; Kitty, 10; Albert, 2; Harry S., 22; Ben Bond, 60; Cassandra, 55 (griff); Susan B., 13; John B., 26; Sarah, 25; Ben Bond, jr., 25; Satira, 22; Shadrack, 1; Robert Woods, 29; Cassey, 32; Bill, 11; Amanda, 3; Patsey, 3 mos.; Sylvia Briscoe, 36; Bill Briscoe, 14 yrs.; Frank, 13; Maria, 10; Georgiana, 3; Virginia, 4 (black); Moses Wood, 40 yrs., (yel'w); Maria Wood, 35; Nick, 12; Dolly, 10; Sylvia, 7; Sarah, 5; Calvert, 3; Charlotte, 13; Emma, 9; John 16, (bl'k); Rachel, 3; Missouri, 20 (yell.); Mary, 11; Fanny, 25 (bl'k); Matilda, 6; and Louisa, 1 year. Also a mortgage in favor of the Bank of La., for the sum of $12,000, and interest thereon, bearing on the two tracts of land hereinbefore described, and on the following named and described slaves, granted to the said bank by the said Ford, by authentic act passed before Wm. Christy, not. pub., in New Orleans, on the 11th day of Novbr., 1845, to wit:

Jack, 19 yrs.; Nathan, 19; Hanover, 20; Randall, 45; Jos, 35; Jack, 35; Richard, 22; Brown 45; Squire, 35; Elijah, 23; Cesar, 35; Charles, 22; Mary Ann, 50; Virginia, 16; Hannah, 65; Julia, 65; Aime, 15; Martha, 22; Letitia, 3; Ralph, 1; Sarah Louisa, 8 yrs.; Henry, 3; George Church, 35; Terry, 54; Daniel, 30; Lucy, 20; Lewis, 1; Charlotte, 28; Jim, 7; Sidney, 3; Liddy, 2; Sylvester, 5; Elizabeth, 6 mos.; Harry Byrne, 40; Carter, 45; Sarah, 25; Winey, 7; James, 5; Squire, 2; John B., 26 (griff); Sarah, 25; Ben Bond, jr., 25; Satira, 22; Shadrack, 1; Robert Wood, 29, (bl'k); Cassey, 32; Bill, 11; Amanda, 3; Betsey, 3 mos.; Silva Briscoe, 36 yrs.; Harrison, 2 yrs.; Davy Skinner, 60; Crecy, 26, (griff); Crecy's child, (an infant); Mary Skinner, 50; George S., 16, Henry Wood, 30; Grace S., 5; Bill Martin, 25; Bill Briscoe, 14; Frank, 13; Maria, 10; Georgiana, 3; Virginia, 4; Moses Woods, 40, (yellow); Maria Wood, 35; Nick, 22; Dolly, 10; Sylvia, 7; Sarah, 5; Minta, 22, (griff); Thomas, 7; Mary, 4; William, 3; Kitty, 10; Albert 2; Harry S., 22; Ben Bond, 60; Cassandra, 55; Susan B., 13; Calvert, 3, (yellow); Charlotte, 13; Emma, 9; John, 16, (bl'k); Rachel, 3; Missouri, 2, (yellow); Mary, 11; Fanny, 25, (bl'k); and Louisa, 1 year.

Also a mortgage in favor of the commercial firm of G. Burke & Co., of New Orleans, for the sum of $5,000, bearing interest at the rate of eight pr. cent. per annum, from the 28th August, 1848, till paid, granted by the said Ford to the aforesaid firm, by act passed before John H. Ilsley, then a not. pub. in this parish, on the 28th day of August, 1848, and bearing on 68 slaves hereinafter named and described, to wit: George Church, 35 years, (bl'k); Terry, 54; Daniel, 30; Lucy, 20; Lewis, 1; Charlotte, 28; Jim, 7; Sidney, 3; Liddy, 2; Sylvester, 5; Elizabeth, 6 mos.; Harry Byrne, 40 years; Carter, 45; Winney, 7; James, 5; Harrison, 2; David Skinner, 60; Crecy, 26, (griff); child of Crecy's (an infant); Mary Skinner, 50; George S., 16; Henry Woods, 30; Grace S., 5; Bill Martin, 25; Minta, 22; Thomas, 7; Mary, 4; William, 3; Kitty, 10; Albert, 2; Harry S., 22; Ben Bond, 60; Cassandra, 55; Susan B., 13; John B., 26; Sarah, 25; Ben Bond, jr., 25; Satira, 22; Shadrack, 1; Robert Woods, 29, (bl'k); Cassey, 32; Bill, 11; Amanda, 3; Patsey, 3 mos.; Sylvia Briscoe, 36 yrs.; Bill Briscoe, 14; Frank, 13; Maria, 10; Georgiana, 3; Virginia, 4; Moses Woods, 40, (yell.); Maria, Woods, 35; Nick, 12; Dolly, 10; Sylvia, 7; Sarah, 5; Calvert, 3; Charlotte, 13; Emma, 9; John, 15, (bl'k); Rachel, 3; Missouri, 2, (yellow); Mary, 11; Fanny, 25, (bl'k); Matilda, 6; and Louisa, 1 year.

Also a judicial mortgage, with privilege in favor of Pujos and Verret, for the sum of $611, with legal interest thereon from 5th Feb'y, 1849, till paid, and costs of suit.

Also a judicial mortgage in favor of L. Lion & Co., for the sum of four hundred seventy $\frac{93}{100}$ dollars, with legal interest thereon from 26th January, 1849, till paid, 3 dollars cost of protest, and costs of suit.

Also a judicial mortgage in favor of Joseph Richard and others, (f. m. c.,) with privilege, for the sum of $400, with legal interest thereon from the 26th day of January, 1849, till paid, and the costs of suit.

Also a judicial mortgage in favor of Arthur Higgins, for the sum of one hundred thirty-six $\frac{75}{100}$ dollars, with legal interest thereon from the 12th day of April, 1849, till paid, and the costs of suit.

Also a judicial mortgage in favor of Henry Boyd, for the sum of $580, with interest thereon, at the rate of 5 per cent. per annum, from the 1st day of January, 1844, till paid, and the costs of protest and suit.

Now, therefore, know all men by the presents, that I, the sheriff aforesaid, do, in consideration of the premises, and by virtue of the statutes in such cases made and provided, grant, bargain, sell, assign, transfer, and set over to the said James Hewitt and David Heron the said before described property, and all the right, title, and interest which the said Chris. Ford had in or to the said property on the 18th day of Dec., 1850, the day on which the same was seized or had at any other time previous to said day, to have and to hold the same to the said purchasers, their heirs and assigns, forever.

In testimony whereof, I have hereunto set my official signature, at the court-house in the town of Donaldsonville, in the parish of Ascension, on the 26th day of Feb'ry, 1851.

Attest: (Signed) J. L. COMSTOCK, *Sheriff.*
(Signed) L. D. NICHOLLS,
A. N. TERRIO.

State of Louisiana, 5th District Court of New Orleans.

I hereby certify, that the within deed was on the day of the date hereof duly recorded in the office of the clerk of this court according to law, in Deed Book L, page 478.

Clerk's office, March 6th, 1851.

(Signed) JNO. S. BARON, *Dep. Cl'k.*
[SEAL.]

RECORDER'S OFFICE, *Parish of Ascension.*

I hereby certify, that the within deed was this day duly recorded in my office in book of conveyances No. 22, 323 et seq.

[SEAL.] In testimony whereof witness my official signature and seal.

Parish of Ascension, March 29th, 1851.

(Signed) JOHN F. AYRAUD,
Parish Recorder.

Document No. 6.

Sheriff's Sale of 4 *slaves to James Hewitt and D. Heron.*—Filed in evidence 4th Decbr., '52.

UNITED STATES OF AMERICA,
The State of La., Parish of Ascension.

Be it remembered, that whereas I, John L. Comstock, sheriff of the parish of Ascension, State of Louisiana, duly commissioned and sworn, in obedience to an order of alias, seizure and sale to me directed by the hon. the 5th district court of New Orleans, dated the 25th day of February, 1851, in the matter of the President, Directors & Co. of the Bank of La. vs. Christopher Ford, No. 4,297, did seize on the 20th of March, 1851, the following described property mentioned in said writ, to wit: Sarah Randall, a negro woman slave, aged about 55 years; Beeby See, or Lee, aged about 5 years; George Henry, aged about 5 yrs.; and Betty, aged about 5 yrs.; and after having given notice to the said Christopher Ford of the said seizure in the manner pointed out by law, I advertised the said slaves for sale after the expiration of the legal delay from the time of said notice, to wit, on the 6th of August, 1857, by advertisements composed in the English and French languages, published in a newspaper called the Vigilant, printed in the parish of Ascension, and by posting said notices up at the court-house door in the town of Donaldsonville, announcing the sale to take place at the court, in the town of Donaldsonville, on Saturday the 6th of Sept., 1851, at 11 o'clock a. m. Said notices appeared in aforesaid paper, as follows, on the 6th, 9th, 13th, 16th, 20th, 23d, 27th, 30th, of August, and the 3d and 6th of September, being full 32 days.

And having further complied with and performed all additional previous legal requisites, and after the said property having been appraised, did expose the same at public sale according to law, at the court-house in the town of Donaldsonville, on the said 6th day of September, at 11 o'clock a. m., for cash; and after crying the same for a considerable time, when James Hewitt and David Heron, of the city of New Orleans, being the highest and last bidders, the said slaves were adjudicated to the said James Hewitt and David Heron for the full price and sum of $800 cash.

And whereas, by reference to the certificate of mortgages obtained from the parish recorder in and for the parish of Ascension, dated the 6th day of September, 1851, it does appear that there existed on said slaves the following mortgages, to wit:

1st. A special mortgage in favor of the Bank of Louisiana for the sum of $22,490\frac{85}{100}$ dollars, bearing interest at 8 per cent. per annum from the 11th day of Novbr., 1845, till paid; which said mortgage was granted by the said Ford in favor of the said bank by act passed before Wm. Christy, a notary pub., in the city of New Orleans, on the 11th day of November, 1845.

2d. A special mortgage, also in favor of the Bank of La., for the sum of $12,000, and interest thereon, granted by the said Ford, by authentic act passed before Wm. Christy, a not. pub., in the city of New Orleans, on the 11th day of Nov'br, 1845.

3d. A special mortgage in favor of the commercial firm of G. Burke & Co., of New Orleans, for the sum of $5,000, bearing interest at 8 per cent. per annum from the 28th August, 1848, till paid, granted by the said Ford to the aforesaid firm by act passed before John H. Ilsley, then a not. pub., in this parish, on the 28 day of August, 1848, bearing on the three last above named slaves only.

4th. A judicial mortgage with privilege in favor of Pugas and Vernet for the sum of $611, with legal interest thereon from the 5th of February, 1849, till paid, and costs of suit.

5th. A judicial mortgage in favor of L. Lion & Co., for the sum of four hundred and seventy $\frac{98}{100}$ dollars, with legal interest thereon from the 26th of January, 1849, till paid, $3 costs of protest and the costs of suit.

6th. A judicial mortgage in favor of Joseph Richard and others, (f. m. c.,) with privilege, for the sum of four hundred dollars, with

3843

legal interest thereon from the 26th day of January, 1849, till paid, and the costs of suit.

7th. A judicial mortgage in favor of Arthur Higgins for the sum of one hundred thirty-six $\frac{75}{100}$ doll's, with legal interest thereon from the 12th day of April, 1849, till paid, and the costs of suit.

8th. And a judicial mortgage in favor of Henry Boyd, for the sum of $580, with interest thereon at the rate of five hundred and eighty dollars, with interest thereon at the rate of 5 per cent. per annum from the first day of January, 1844, till paid, and the costs of suit and protest.

N. B. The 3 last named and described slaves, to wit: "Beeby Lee, or See," "Geo. Henry," and "Betsey" are the issue of certain women that were mortgaged in favor of the Bank of La., and in favor of the commercial firm of G. Burke & Co., by the aforerecited acts of mortgage.

Now, therefore, know all men by these presents, that I, the sheriff aforesaid, do, in consideration of the premises, and by virtue of the statutes in such cases made and provided, grant, bargain, sell, assign, transfer and set over to the said James Hewitt and David Heron the said slaves, Sarah Randall, Beeby See or Lee, George Henry, and Betsey, and all the right, title, and interest which the said Christopher Ford had in or to the same on the said 20th day of March, 1851, the day on which the said slaves were seized, or had at any time previous to said day: to have and to hold the same to the said purchasers, their heirs and assigns forever.

In testimony whereof, I have hereunto set my official seal and signature, at the court-house, in the town of Donaldsonville, parish of Ascension, on this ninth day of September, eighteen hundred and fifty-one.

Attest: (Signed) J. L. COMSTOCK, *Sheriff.*
(Signed) L. D. NICHOLLS.

Document No. 7.

Receipt of Canal Bank to Hewitt and Heron for Ford's debt.—
Filed in evidence 4th December, 1852.

RECORDER'S OFFICE, PARISH OF ASCENSION,
New Orleans, 11*th Nov'br*, 1845.

$14,509$\frac{15}{100}$.

One year after date I promise to pay to the President, Directors & Co. of the New Orleans Canal and Banking Co., at their banking-house, in this city, my elected domicile, the sum of fourteen thousand five hundred and nine dollars and fifteen cents, with in-

terest thereon at the rate of eight per cent. per annum from date until final payment, for value received.
(Signed) CHRISTOPHER FORD.

Ne varietur. 11th November, 1848.
(Signed) WM. CHRISTY,
Not. Pub.

Cancelled 20th Feb'ry, 1851.

I hereby certify that the above note, with accruing interest, has been settled in full by Messrs. James Hewitt and David Heron.
New Orleans, Feb'ry 21st, 1851.
(Signed) SAM. C. BELL, *Cashier.*

I, the undersigned, recorder, do hereby certify, that on the 14th day of April, 1851, on presentation by Messrs. James Hewitt and David Heron, of the original note duly paid and cancelled, and deposited in my office for reference, and whereof the above is a true copy, I did raise, cancel, and annul the special mortgage granted by the said Christopher Ford, in favor of the said New Orleans Canal and Banking Co., by act before Wm. Christy, a notary pub., in the city of New Orleans, bearing date the 11th day of Nov'br, 1845, to secure the payment of the above note, with accruing interest thereon, and affecting certain landed property and slaves in said act minutely described, and with which said act the aforedescribed and mentioned note was duly identified by the aforesaid notary.

In testimony whereof, I grant these presents under my official seal and signature, at the parish of Ascension, on this the 17th day of Nov'br, 1852.
[SEAL.]
(Signed) JOHN F. AYRAUD,
Parish Recorder.

Document No. 8.

Notarial act of T. O. Stark, with 6 *notes cancelled.*—Filed in evidence 4th Dec'br, 1852.

I, Theo. O. Starke, a not. pub. in and for the city and parish of New Orleans, State of Lou'a, duly commissioned and qualified, do hereby certify that Hillary B. Cenas, esq., of this city, has this day produced to me, duly paid and acquitted, six promissory notes for the sum of thirty-two hundred and twelve .97$\frac{6}{7}$ dollars ($3,212 97$\frac{6}{7}$) each, drawn by Christopher Ford, to the order of the President, Directors & Co. of the Bank of La., all dated the 11th day of Novb'r, 1845, and payable, respectively, in 2, 3, 4, 5, 6, and 7 years after date, (the note at seven years being paid in anticipation,) with interest thereon at the rate of 8 per cent. per annum from date until final payment; which said notes, together with another of like amount and date, payable one year after date, and a certain bond or obligation for the sum of \$14,509$\frac{15}{100}$ *dollars* were given by said C. Ford to the Bank of Louisiana and the New Orleans Canal and Banking Co., in part payment of the lands and slaves hereinafter described, and by a clause in his act of purchase passed in this office before Wm. Christy, esq., late a notary in this city, on the said 11th of Novb'r, 1845, the said Ford mortgaged in favor of the said Canal Bank and Bank of Louisiana the lands and slaves above referred to, to wit:

First. A certain plantation situate on the left bank of Bayou Lafourche, about three miles below Donaldsonville, parish of Ascension, in this State, containing 13½ arpents front on said bayou, and having such depth as thereto belongs, bounded on the lower side by lands of B. Monson, and on the other side by land of B. Alemain.

2d. A certain other tract of land also situate on the left bank of said Bayou Lafourche, about 3 miles from the Mississippi river, measuring 13 arpents front on said bayou by an irregular depth from 20 to 30 arpents, bounded above by lands of J. Caballero, and below by lands of B. Alemain, together with the buildings and improvements thereon, stock, farming utensils, supplies, &c., to the said premises belonging, or in anywise appertaining.

Also the following named and described slaves at the time employed and belonging to the premises, to wit:

Names.	Color.	Ages.	Names.	Color.	Ages.
Jack		19	Julia		65
Nathan		19	Aime		15
Hanover		20	Martha		22
Randall		45	Latitia		3
Jos		35	Ralph		1
Jack		35	Sarah		
Richard		22	Louisa		8
Brown		45	Henry		3
Squire		35	Mary		2
Elijah		23	Susan		3
Cæsar		35	Aglavie		8
Charles		22	Caroline		10
Mary Ann		50	William		20
Virginia		16	Hannah		65

Total number of slaves, 28.

Also the following named and described slaves:

Names.	Color.	Ages.	Names.	Color.	Ages.
George Chunk	Bl'k	35	....	Griff	......
Terry	"	54	Harry S.	"	22
Daniel	"	30	Lewis	Bl'k	1
Lucy	"	20	Charlotte	"	28
William	Griff	3	Jim	"	7
Kitty	"	10	Liddy	"	2
Albert	"	2	Sylvester	"	5
Sidney	Bl'k	3	John B.	Griff	26
Elizabeth	"	6 mos.	Sarah	"	25
Harry	"	40	Ben Bond, jr.	"	25
Carter	"	45	Satira	"	22
Sarah	"	25	Shadrack	"	1
Winney	"	7	Robert Woods.	Bl'k	29
James	"	5	Cassey	"	32
Squire	"	3	Bill	"	11
Harrison	"	2	Amanda	"	3
Davy Skinner	"	60	Patsey	"	3 mos
Crecy	Griff	26	Sylvia Briscoe.	"	36
Crecy's child	....	Infant.	Bill "	"	14
Mary Skinner	Griff	50	Frank	"	13
George S.	"	16	Maria	"	10
Henry Wood	"	30	Georgiana	"	3
Grace S.	"	5	Virginia	"	4
Bill Martin	"	25	Moses Wood	Yell	40
Minta	"	22	Maria do.	"	35
Thomas	"	7	Nick	"	12
Mary	"	4	Dolly	"	10
Calvert	Yellow.	3	Sylvia	"	7
Charlotte	"	13	Sarah	"	5
Emma	"	9	Missouri	"	2
John	Bl'k	16	Mary	....	11
Rachel	....	3	Fanny	Bl'k	25
Ben Bond	Griff	60	Matilda	"	6
Cassandra	"	55	Louisa	"	1
Susan B.	"	13			

Wherefore, in consideration of the premises, I, the said notary, have erased the signatures and notarial paraph from said notes, and hereby authorize the recorder of mortgages for the said parish of Ascension to diminish the inscription of said mortgage on his books by the amount of the six notes above described and cancelled.

In faith whereof, I grant these presents, under my official signature and the impress of my seal of office, at New Orleans, this fifteenth day of July, A. D. 1852.

[SEAL.] (Signed) THEO. O. STARKE,
Not. Pub.

Note No. 3,089 *and Protest.*

$3,212 $97\frac{6}{7}$. NEW ORLEANS, 11*th Nov.*, 1845.

Two y'rs after date, I promise to pay to the order of the President, Directors & Co. of the Bank of La., at their banking-house in this city, the sum of three thousand two hundred and twelve dollars and ninety-seven $\frac{6}{7}$ cents, for value received, with interest thereon at the rate of eight per cent. per annum from date until final payment.

[CHRIS'R FORD.]

Rec'd in pay't of Randall plantation and negroes, as per gen'l scratcher, 18th Nov., 1845.

Ne varietur. 11 November, 1845.

[WM. CHRISTY,
Not. Pub.]

(*Endorsement:*)

3,089.	Ch'r Ford	3,212 98	
	Int	516 22	
		3,729 20.	Nov. 11th, 1847.

Pay Bank of Louisiana.

United States of America, State of La.

By this public instrument of protest, be it known, that on this 13th day of November, in the year one thousand eight hundred and forty-seven, at the request of R. M. Davis, esq., cashier of Bank of La., holder of the original note, whereof a true copy is on the reverse hereof written, I, Wm. Christy, a not. pub. in and for the city and parish of New Orleans, State of La., aforesaid, duly commissioned and sworn, presented the said note to the proper book-keeper at the Bank of Louis'a, in this city, where the same is made payable, by my deputy, D. A. Bickell, who demanded payment thereof, and who was answered that no funds had been deposited there to pay the same.

Wherefore, I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interest, suffered, or to be suffered, for want of payment of the said note.

Thus done and protested in the presence of D. A. Bickel and H. Rareshide, witnesses.

In testimony whereof, I grant these presents, under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.] (Signed) WM. CHRISTY,
Not. Pub.

Note No. 3,090, *and Protest.*

$3,212 97$\frac{6}{7}$. NEW ORLEANS, 11*th Nov'br,* 1845.

3 years after date, I promise to pay to the order of the President, Directors & Co. of the Bank of Louisiana, at their banking-house in this city, the sum of three thousand and two hundred and twelve dollars and ninety-seven and $\frac{6}{7}$ cents, for value rec'd, with interest thereon at the rate of 8 per cent. per annum from date until final payment.

[CHRIS'R FORD.]

Rec'd in pay't of Randall plant'n and negroes, as per gen'l scratcher, 18th Nov'r, 1845.

Ne varietur. 11 Nov'br, 1845.

[WM. CHRISTY,
Not. Pub.]

(*Endorsed:*)

3,090 Ch. Ford...... 3,212 98
Int............. 771 12

Nov. 11th, 1848.

Pay Bank of Louisiana.

United States of America, State of Louisiana.

By this public instrument of protest, be it known, that on this 14th day of November, in the 1848, at the request of R. M. Davis, esq., cashier of the Bank of La., holder of the original note whereof a true copy is on the reverse hereof written, I, Hilary B. Cenas, a not. pub. in and for the city and parish of New Orleans, State of La., aforesaid, duly commissioned and sworn, presented the said note to the proper book-keeper at the banking-house of the Bank of La., in this city, where the same is made payable, by my deputy, D. A. Bicknell, who demanded payment thereof, and who was answered that no funds had been deposited there to pay the same.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered, or to be suffered, for want of payment of the said note.

Thus done and protested, in the presence of D. A. Brickell and H. Rareshide, witnesses.

In testimony whereof, I grant these presents, under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.] (Signed) H. B. CENAS,
Notary Public.

Note No. 3,091, *and Protest.*

\$3,212 97$\frac{6}{7}$. NEW ORLEANS, 11*th Nov.*, 1845.

Four years after date I promise to pay to the order of the President, Directors & Co. of the Bank of Louisiana, at their banking-house in this city, the sum of three thousand two hundred and twelve dollars and ninety-seven and $\frac{6}{7}$ths cents, for value received, with interest thereon at the rate of 8 per cent. per annum from date until final payment.

[CHRIS'R FORD.]

Rec'd in payment of Randall plan'n and negroes, as pr. gen'l scratcher. 18th November, 1845.

Ne varietur. 11th Nov'r, 1848.

[WM. CHRISTY, *Not. Pub.*]

(*Endorsed:*)

3,091. Ch'r Ford, 3,212 98
Int., 1,028 16

Nov'br 11th, 1849.

Pay Bank of Louisiana.

UNITED STATES OF AMERICA,
State of Louisiana.

By this public *in* instrument of protest be it known, that on this fourteenth day of November, in the year 1849, at the request of R. M. Davis, esq., cashier of the Bank of Louisiana and holder of the original note, whereof a true copy is on the reverse hereof written, I, Wm. Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented the said note, through my deputy, John E. Johnston, jr., to the book-keeper at the Bank of Louisiana in this city, where it is made payable, who demanded payment thereof, and who was answered that no funds had been deposited there to pay the same.

Wherefore I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others who it may or does concern, for all exchange, re-exchange, costs, charges, and interests suffered or to be suffered for want of payment of the said note.

Thus done and protested, in the presence of John J. Johnston, sr., and Leonard S. Pitts, witnesses.

In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.] (Signed) WM. CHRISTY,
Not. Pub.

Note No. 3,092, *and Protest.*

$3,212 97$\frac{6}{7}$. NEW ORLEANS, 11*th Nov'r*, 1845.

Five years after date I promise to pay to the order of the President, Directors & Co. of the Bank of Louisiana, at their banking-house in this city, the sum of three thousand two hundred and twelve dollars and ninety-seven and $\frac{6}{7}$ cents, for value rec'd, with interest thereon at the rate of 8 per cent. per annum from date until final payment.

[CHRIS'R FORD.]

Rec'd in payment of Randall plant. and negroes, as pr. gen'l scratcher, 18th Nov'r, 1845.

Ne varietur. 11th Nov'r, 1845.

[WM. CHRISTY, *Not. Pub.*]

(*Endorsed:*)

3,092. Ch. Ford, 3,212 98
Int. 1,285 19
———— 4,498 17.

Nov. 11th, 1850.

Pay Bank of Louisiana.

UNITED STATES OF AMERICA,
State of Louisiana.

By this public instrument of protest be it known, that on this 14th day of November, in the year one thousand eight hundred and fifty, at the request of R. M. Davis, esq., cashier of the Bank of Louisiana, and holder of the original note, whereof a true copy is on the reverse hereof written, I, Hilary Breton Cenas, a not. pub. in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, by my deputy, John E. Livandais, presented said note to the proper officer at the Bank of La. in this city, where the same is made payable, and demanded payment thereof, and was answered that no funds had been deposited there to pay the same.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as

3846

well against the drawer or maker of the said note, as against all others whom it doth or may concern, for all exchange or re-exchange, damages, costs, charges, and interests suffered or to be suffered for want of payment of the said note.

Thus done and protested in the presence of Chs. Fred'k Barry and John E. Livandais, witnesses.

In testimony whereof, I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.] (Signed) H. B. CENAS,
Not. Pub.

Note No. 3,093.

$3,212 97 6/7. NEW ORLEANS, 11*th Nov'br*, 1845.

Six years after date I promise to pay to the order of the President, Directors and Co. of the Bank of Louisiana, at their banking-house in this city, the sum of three thousand two hundred and twelve dollars and ninety-seven and 6/7 cents, for value rec'd, with interest thereon at the rate of 8 per cent. per annum from date until final payment.

[CHRIS'R FORD.]

Rec'd in payment of Randall plantation and negroes, as pr. gen'l scratcher, 18th Nov'br, 1845.

Ne varietur. 11th Nov'br, 1845.

[WM. CHRISTY,
Not. Pub.]

Endorsed: 3,093. Ch. Ford. 3,212 98. Nov'br 11th, 1851. Pay Bank of Louisiana.

Note No. 3,094.

$3,212 97 6/7. NEW ORLEANS, 11 *Nov'br*, 1845.

Seven years after date I promise to pay to the order of the President, Directors and Co. of the Bank of La., at their banking-house in this city, the sum of three thousand two hundred and twelve dollars and ninety-seven and 6/7 cents, for value rec'd, with interest thereon at the rate eight per cent. per annum from date until final payment.

[CHRISTO'R FORD.]

Rec'd in pay't of Randall plant. and negroes, as per gen'l scratcher, 18th Nov'br, 1845.

Ne varietur. 11th Nov'br, 1845.

[WM. CHRISTY,
Not. Pub.]

Endorsed: 3,094. Ch. Ford. 3,212 98. Nov. 11, 1852.
Pay Bank of Louisiana.

Document No. 9.

Last Will of C. Ford and Probate of the same.—Filed in evidence 4th Dec., 1852.

Succession of Christopher Ford.—4th District Court, Ascension.
Will filed 18th March, 1850.
(Signed) L. D. NICHOLLS, *Clerk.*

"Ne varietur." Ascension, 18th March, 1850.
(Signed) L. D. NICHOLLS, *Clerk.*

The olographic will of Christopher Ford, of the parish of Ascension, State of Louisiana, made at New Orleans the 22d day of August, 1849. To the care of his wife, Louisa W. Ford.

"Ne varietur." Ascension, 18th March, 1850.
L. D. NICHOLLS, *Clerk.*

"Ne varietur." Ascension, 18th March, 1850.
(Signed) L. D. NICHOLLS, *Clerk.*

In the name of God, Amen.

I, Christopher Ford, of the parish of Ascension, State of Louisiana, being of a sound and disposing mind, do this day make and ordain this my last will and testament. In the first place I desire all my just debts to be paid, desiring, however, that the Bank of La., and the Canal and Banking Co. of Louisiana, extend to my wife, Louisa W. Ford, the privilege of endeavoring, by working the plantation and negroes on it, to discharge the indebtedness of the place to them.

In the second place I desire and make my wife, Louisa W. Ford, sole heir of all I possess.

In the third place I hereby constitute and appoint her, Louisa W. Ford, sole executrix, and do require that no bond or obligation be taken of her for the fulfilment of said office. Signed this 22d day of August, 1849.

(Signed) CHRIS. FORD.

"Ne varietur." Ascension, 18th March, 1850.
(Signed) L. D. NICHOLLS, *Clerk.*

A true copy of the original will of Ch. Ford, on file and of record in my office.

In faith whereof, witness my official seal and signature.

Ascension, this 16th Nov., A. D. 1852.

[SEAL.] (Signed) L. D. NICHOLLS, *Cl'k.*

Document No. 10.

Sale by Mrs. Ford to Jeter of her rights, &c., in her husband's succession.—Filed in evidence 4th Dec., 1852.

STATE OF LOUISIANA, *City of New Orleans.*

Personally appeared in my notarial office in this city of New Orleans, on the day and date hereinafter set forth, Mrs. Louisa W. Parkinson, widow of the late Chris'r Ford, late of the parish of Ascension, in this State of Louisiana, who declared unto me, said notary, that by the last will and testament of the said late husband, she is the universal legatee and heir of all and singular the active and passive effects and properties of her late husband's succession, both real and personal, within the State of Louisiana, as well as in each and every other State and Territory in the United States of America; that the said will and testament has been duly probated in the judicial district court of Louisiana, having legal jurisdiction over the parish of Ascension, and that she has been duly recognised as the administratrix of her said late husband's succession.

And the said Mrs. Louisa W. Perkinson, widow aforesaid, did further declare that by this public act she does, for the consideration hereinafter set forth, for herself, her heirs and assigns, sell, transfer, set over and assign unto John T. Jeter, of the parish of Jefferson, State of Louisiana, his heirs, administrators and assigns, to his and their behoof forever, all and singular her rights, title and interest in and to the succession of her said late husband, Christopher Ford aforesaid, which succession consists of landed property, slaves, bills, notes, accounts, mortgages and exchange, mostly located in the parish of Ascension, in the State of Louisiana, not warranting, however, unto the said John T. Jeter, his heirs, administrators and assigns, the health and soundness of the slaves, the absence of mortgage on the real estate, or the validity of any claims due to or belonging to the mass of said succession.

And the Mrs. Louisa W. Perkinson does further bind herself, her heirs, administrators and assigns, well and truly to warrant and defend unto the said John T. Jeter, his heirs, administrators and assigns, the titles of each and every piece, part, or parcel of property, her right to which she does hereby sell and convey, against every species of harm and evictions whatever, that may hereafter arise against said property, or any part or parcel thereof, agreeing to furnish and grant unto the John T. Jeter, with full powers of substitution, my letter of substitution and attorney to appear for me, and in my stead to appear and act in any court, arbitration, referment or conventionality that may exist or arise in any State or Territory of these United States, touching matters or interests in any manner connected with the action or passive properties, goods or effects of the aforesaid succession.

This sale is made in and for the consideration of the sum of five thousand dollars cash, the receipt whereof is hereby acknowledged by the said Louisa W. Perkinson aforesaid, who hereby grants an acquittance therefor.

And the said John T. Jeter, of the parish of Jefferson aforesaid, and the second party to the said sale of rights, title and interest herein above set forth, now appears and fully ratifies and accepts the before recited sale and all its conferences, hereby binding himself and heirs to perform all obligations contained either directly or collaterally herein; also binding himself, his heirs and assigns, and all persons claiming under him or them, to promptly liquidate each and every debt due by the aforesaid succession, and to hold the said Louisa W. Perkinson, widow aforesaid, free and harmless from all and every legal claim that may exist against said succession or herself, as universal legatee.

This done and passed in my notarial office, on the day and year below written, to wit, on the 16th day of November, in the year 1850, and the 75th of the independence of the United States.

Signed by the said Louisa W. Perkinson and John T. Jeter, and me, said notary, in the presence of Robert Van Dalson and Robert Abbott, witnesses duly qualified.

In faith whereof, I do hereby grant these presents, together with my seal of office, on the date and day above written.

Original signed: Louisa R. Perkinson, widow of Chris'r Ford. John T. Jeter. R. Van Dalson. R. Abbott.

[SEAL.] JAS. H. VAN DALSON,
Not. Pub.

New Orleans, November 18th, 1852.

A true copy.
(Signed) JAS. H. VAN DALSON,
Not. Pub.

Document No. 11.

Power of Attorney from Mrs. C. Ford to John T. Jeter.—Filed in evidence 4th December, 1852.

UNITED STATES OF AMERICA,
State of Louisiana, City of New Orleans.

By this act of procuration, be it known, that on this 18th day of Nov'br, 1850, and the 75th of the independence of the United States of America, before James Henry Van Dalson, a not. pub. in and for the city of New Orleans, State of La., duly commissioned and sworn, personally came and appeared Mrs. Louisa W. Perkinson, widow of Chris'r Ford, late of the parish of Ascension, who declared to me, notary, that she is the universal legatee and sole heir of her late husband; that his will was probated in the parish of Ascension, in this State, and that she has been legally recognised as the administratrix of the succession of Chris'r Ford, deceased; that she does, by these presents, appoint, constitute, and in her place and stead puts John T. Jeter, of the parish of Jefferson, State of La., to be her true and lawful attorney in fact, general and special, granting unto said attorney full power for her and in her name, to her use and in her behalf, to open and answer all letters of correspondence appertaining to matters of said succession of Christopher Ford, deceased; to make, sign, and endorse, accept and pay, promissory notes and bills of exchange due to or drawn on said succession, and in the name of constituent make other notes and obligations from time to time for the renewal of all such, or any part or parts thereof, as may be requisite; to draw crecks and drafts for the payment of money upon any bank or banks; the payment, person or persons where or with whom money may be deposited in the name or for account of said constituents or said succession of Chris'r Ford, deceased; to deposit drafts, bills of exchange, acceptances, promissory notes, and other obligations for collection in any of the banks, and withdraw the same or amount thereof at pleasure; also to him lease and let all lands, buildings, and slaves, and to sell all property, movable and immovable, slaves, and effects of every kind whatever unto the said succession belonging, upon such terms and conditions and for such prices as said attorney shall think fit; also to sell and transfer all or any shares of the capital stock by said succession held and owned in any of the banks or other moneyed institutions in this or any other State or Territory of these United States; to receive and give acquittances for all dividends of interest now due, or which shall hereafter become due, on such shares of capital stock aforesaid; and vote in said succession's name at all elections for directors or other officers of said institutions; to transact all custom-house business, sign custom-house bonds and other bonds required by the revenue laws of the United States; to assist and represent said succession at all meetings of creditors of insolvent debtors, vote in the name for syndic or syndics, gran*d* respite, and deliberate and determine as he, the said attorney, shall think fit.

Also to accept and take mortgages on landed estate, slaves, and on bank stock or other securities for debts due to said succession, and in said succession name to grant mortgages and other securities on the like property for debts due by the said succession; also in said succession's name to take up money upon interest, and contract debts, and grant all requisites, obligation, and securities, whether by public or private act, for the reimbursement of the same.

Also in said succession's name to purchase property, immovable and movable, or slaves, and represent said succession, and act in said succession's behalf in all cases where the said constituent should act as the syndic, agent, representative, attorney in fact, executrix, administratrix of any other person or persons whomsoever; and full execution of the purpose aforesaid, to make, sign, and execute, in the name of said constituent, as administratrix of said succession, all acts, whether of sale, mortgage, purchase, lease, release, contract, compromise, covenant, deed, *gree*ment, or otherwise, that shall or may be requisite or necessary in the premises.

Also with full power to release all mortgages granted, either in the name of said constituent as administratrix of said succession, or as bearer of promissory notes appertaining to said succession.

self and heirs to perform all obligations contained either directly or collaterally herein; also binding himself, his heirs and assigns, and all persons claiming under him or them, to promptly liquidate each and every debt due by the aforesaid succession, and to hold the said Louisa W. Perkinson, widow aforesaid, free and harmless from all and every legal claim that may exist against said succession or herself, as universal legatee.

This done and passed in my notarial office, on the day and year below written, to wit, on the 16th day of November, in the year 1850, and the 75th of the independence of the United States.

Signed by the said Louisa W. Perkinson and John T. Jeter, and me, said notary, in the presence of Robert Van Dalson and Robert Abbott, witnesses duly qualified.

In faith whereof, I do hereby grant these presents, together with my seal of office, on the date and day above written.

Original signed: Louisa R. Perkinson, widow of Chris'r Ford. John T. Jeter. R. Van Dalson. R. Abbott.

[SEAL.] JAS. H. VAN DALSON,
Not. Pub.

New Orleans, November 18th, 1852.

A true copy.
(Signed) JAS. H. VAN DALSON,
Not. Pub.

Document No. 11.

Power of Attorney from Mrs. C. Ford to John T. Jeter.—Filed in evidence 4th December, 1852.

UNITED STATES OF AMERICA,
State of Louisiana, City of New Orleans.

By this act of procuration, be it known, that on this 18th day of Nov'br, 1850, and the 75th of the independence of the United States of America, before James Henry Van Dalson, a not. pub. in and for the city of New Orleans, State of La., duly commissioned and sworn, personally came and appeared Mrs. Louisa W. Perkinson, widow of Chris'r Ford, late of the parish of Ascension, who declared to me, notary, that she is the universal legatee and sole heir of her late husband; that his will was probated in the parish of Ascension, in this State, and that she has been legally recognised as the administratrix of the succession of Chris'r Ford, deceased; that she does, by these presents, appoint, constitute, and in her place and stead puts John T. Jeter, of the parish of Jefferson, State of La., to be her true and lawful attorney in fact, general and special, granting unto said attorney full power for her and in her name, to her use and in her behalf, to open and answer all letters of correspondence appertaining to matters of said succession of Christopher Ford, deceased; to make, sign, and endorse,

3848

accept and pay, promissory notes and bills of exchange due to or drawn on said succession, and in the name of constituent make other notes and obligations from time to time for the renewal of all such, or any part or parts thereof, as may be requisite; to draw crecks and drafts for the payment of money upon any bank or banks; the payment, person or persons where or with whom money may be deposited in the name or for account of said constituents or said succession of Chris'r Ford, deceased; to deposit drafts, bills of exchange, acceptances, promissory notes, and other obligations for collection in any of the banks, and withdraw the same or amount thereof at pleasure; also to him lease and let all lands, buildings, and slaves, and to sell all property, movable and immovable, slaves, and effects of every kind whatever unto the said succession belonging, upon such terms and conditions and for such prices as said attorney shall think fit; also to sell and transfer all or any shares of the capital stock by said succession held and owned in any of the banks or other moneyed institutions in this or any other State or Territory of these United States; to receive and give acquittances for all dividends of interest now due, or which shall hereafter become due, on such shares of capital stock aforesaid; and vote in said succession's name at all elections for directors or other officers of said institutions; to transact all custom-house business, sign custom-house bonds and other bonds required by the revenue laws of the United States; to assist and represent said succession at all meetings of creditors of insolvent debtors, vote in the name for syndic or syndics, gran*d* respite, and deliberate and determine as he, the said attorney, shall think fit.

Also to accept and take mortgages on landed estate, slaves, and on bank stock or other securities for debts due to said succession, and in said succession name to grant mortgages and other securities on the like property for debts due by the said succession; also in said succession's name to take up money upon interest, and contract debts, and grant all requisites, obligation, and securities, whether by public or private act, for the reimbursement of the same.

Also in said succession's name to purchase property, immovable and movable, or slaves, and represent said succession, and act in said succession's behalf in all cases where the said constituent should act as the syndic, agent, representative, attorney in fact, executrix, administratrix of any other person or persons whomsoever; and full execution of the purpose aforesaid, to make, sign, and execute, in the name of said constituent, as administratrix of said succession, all acts, whether of sale, mortgage, purchase, lease, release, contract, compromise, covenant, deed, *gree*ment, or otherwise, that shall or may be requisite or necessary in the premises.

Also with full power to release all mortgages granted, either in the name of said constituent as administratrix of said succession, or as bearer of promissory notes appertaining to said succession.

Also to ask, demand, sue for, recover, and receive, by all lawful ways and means, attachment or otherwise, of all and from all and every person or persons whomsoever, body or bodies corporate, all such sum or sums of money, goods, debts, and effects whatsoever, as now is or are, or may hereafter be, in his, her, or other custody or possession, due or belonging to said succession by reason of the premises, whether by bond, note, bill, book debt, consignment, or for or by what reasons or means soever; and to that end, with whom it may concern, to adjust all accounts, and upon and receipt in the premises, to give sufficient discharges.

Also, in the name and for account of said succession, to appear before all courts of law or equity, there to do and prosecute, as occasion shall require; also to compound and agree for the same by arbitration or otherwise, as the said attorney shall think fit; and generally to do and perform whatsoever shall be requisite in the premises in as full manner as the said administratrix can do if personally present.

Also with power of substitution and revocation, the said Mrs. Louisa W. Perkinson, wife of and administratrix of the succession of Chris'r Ford, hereby agreeing to ratify whatsoever the said attorney shall lawfully do in virtue hereof.

And to this act appeared John T. Jeter, who accepts and receives this act of procuration, and all the duties therein imposed.

In witness whereof the said constituent, Mrs. Louisa W. Perkinson, administratrix, &c., aforesaid, has hereunto set her hand, in presence of Robert Abbott and Robert Van Dalson, witnesses, who have also signed their names as such.

I grant the presents under my signature and the impress of my seal of office the day, month, and year first afore written.

Original signed Louisa W. Perkinson, widow of Chris. Ford, and administratrix of his succession; Rob't Abbott, Rob't Van Dalson, John T. Jeter.

JAS. H. VAN DALSON,
Not. Pub.

New Orleans, Nov'br 18th, 1853.

A true copy.
(Signed) JAS. H. VAN DALSON, [seal.]
Not. Pub.

Document No. 12.

Sale of property by Mrs. C. Ford to Jas. Hewitt and David Heron.—Filed in evidence 4th Dec'br, 1852.

United States of America,
State of Louisiana, City of New Orleans.

Before me, Albert Childe Ainsworth, a notary public in and for this city and parish of Orleans, duly commissioned and sworn, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Mrs. Louisa W. Ford, widow, sole heiress and testamentary executrix of Chris'r Ford, late of the parish of Ascension, in this State, who declared that in all her said capacities, for and in consideration of the sum and price of two thousand dollars, to her paid by James Hewitt and David Heron, as hereinafter set forth, receipt whereof she acknowledges and grant acquittance therefor, she does by these presents grant, bargain, and convey, with guarantee against all debts, mortgages, claims, evictions, alienations, and other incumbrances whatever, unto the aforesaid James Hewitt and David Heron, now present, purchasing as partners for themselves, their respective heirs and assigns, and acknowledging due possession thereof, a certain tract or parcel of land, used as a plantation, situated in the said parish of Ascension, on Bayou Lafourche, on the left bank thereof, containing 40 or 45 arpents, be the same more or less.

The said parcel or tract of land adjoins above and below lands already bounded by and belonging to the said James Hewitt and David Heron, who also own lands bounding in the rear the property now sold. Said tract of land is situated about 4 miles from Donaldsonville, and the titles thereto are duly recorded in the proper office of said parish. The purchasers declare themselves satisfied that no mortgage exists thereon, and that all taxes have been paid.

This sale is made for said sum of two thousand dollars, of which one thousand dollars have been paid in cash, and for the balance the purchasers have drawn and delivered to the vendor their joint and several promissory note, dated this day, for $1,000, and payable to the order of the said vendor at twelve months after date, all of which she acknowledges to have received.

Then appeared John T. Jeter, of this city, who having taken full cognizance of all the foregoing, declares that he by these presents doth warrant and promise to defend the title to said lands now sold, and therefore joins in the execution of this act.

And the said Jeter covenants to protect the said Hewitt and Heron against all mortgages or privileges, and that if it shall hereafter be found necessary to confirm the title, he will have the land sold under the mortgage which he holds upon said land and other property, and have it purchased under that mortgage, for the benefit of Hewitt and Heron; to have and to hold the said tract of land unto the said purchasers, their heirs and assigns, to their proper use and behoof forever.

And the said vendor, for herself and heirs, shall and will warrant and forever defend the said tract of land against the legal claim or claims of all and every person or persons whomsoever by these presents; and the said vendor hereby moreover subrogates said purchaser to all her rights and actions of warranty against her own and all previous vendors of said land, to exercise said rights and actions in the same manner as she or the deceased might have done.

Thus done and passed in my office, in the city of New Orleans, in the presence of Walter S. Jones and Thomas Higinbotham, witnesses, who sign their names as such, together with all the said parties and me the notary, this 11th day of April, 1851. Original signed Louisa W. Ford, Jno. T. Jeter, James Hewitt, D. Heron, Walter S. Jones, Thomas H. Higinbotham; A. C. Ainsworth, Not. Pub.

I hereby certify the above and foregoing to be a true copy of the original act extant in my current register.

[SEAL.] In faith whereof I grant my signature and official seal this 24th day of April, 1851.

(Signed) A. C. AINSWORTH,
Not. Pub.

I, the undersigned, recorder in and for the parish of Ascension, do hereby certify, that I have this day recorded the within act in my office, in book of conveyance No. 22, page 355.

[SEAL.] In testimony whereof, witness my official seal and signature, parish of Ascension, May 3d, 1851.

(Signed) JOHN F. AYRAUD,
Parish Recorder.

Note No. 4,087.—(B.)

$1,000 00. New Orleans, *Apr.* 11*th*, 1851.

Jointly and severally, twelve months after date, we promise to the order of Mrs. Louisa W. Ford, of the parish of Ascension, one thousand dollars, for value received, (with eight per cent. per annum from maturity until paid,) payable at the counting-house of Hewitt, Norton & Co., N. O.

(Signed) JAMES HEWITT.
(") D. HERAN.

(*Endorsed:*)

Louisa W. Ford. Pay the N. O. Canal & Banking Co. Hewitt, Norton & Co.

Document No. 13.

Act of Erasure of Mortgages, &c.—Filed in evidence December 4th, 1852.

Recorder's Office,
Parish of Ascension.

I, the undersigned, recorder of the parish of Ascension aforesaid, do hereby certify that the judicial mortgages recorded in my office

3850

against Chris. Ford, in favor, first, of Pujos & Venet, being for the sum of six hundred and eleven dollars and 1 cent, with legal interest thereon from judicial demand (5th February, 1849) till paid; and, second, judicial mortgage in favor of L. Lion & Co., being for the sum of four hundred and seventy dollars and ninety-three cents, with legal interest from the 26th Jan'y, 1849, till paid;—have been raised, cancelled and annulled in my office.

First. In virtue of an authorization to that effect, to me given by the sheriff of this parish, under date of February 26th, 1851, and annexed for reference to a mortgage act recorded in my office in book of *conventional*, mortgages No. 9, page 143; and, second, by the parties who had obtained the above judicial mortgages, to wit: Pujos & Verret and L. Lion & Co., who came and appeared before me this day, and acknowledged that they had been fully paid by Christopher Ford, or his representatives, for the above judgments, in principal and interest thereon accruing, and that they did authorize me, recorder, to erase, cancel and annul in full the above mortgages for the reasons aforesaid.

Given under my official seal and signature, at the parish of Ascension, on this the second day of December, 1852.

(Signed) J. F. AYRAUD,
Parish Recorder.

Document No. 14.

Certificate of Recorder of Mortgages of Ascension.—Filed in evidence 4th December, 1852.

RECORDER'S OFFICE,
Parish of Ascension.

I, the undersigned, recorder in and for the parish of Ascension aforesaid, do hereby certify, that the following are the only mortgages of record in my office bearing upon the property sold and adjudicated by John L. Comstock, sheriff of this parish, on the 26th day of Feb'y, 1851, to Messrs. James Hewitt and David Heron, in the matter of the President, Directors & Co. of the Bank of La. vs. Chris'r Ford, No. 2,497, 5th district court of New Orleans, consisting of a sugar plantation, and certain slaves thereon and thereunto attached, as the whole is fully and minutely described in the deed of sale of said sheriff to Messrs. James Hewitt and David Heron, a certified copy whereof has been duly recorded in my office in book of conveyances No. 23, pages 323, 324, and 325, on the 29th day of March, 1851, to wit: First, a special mortgage, granted by Christopher Ford in favor of the President, Directors & Co. of the Bank of La., by act before Wm. Christy, a notary public in the city and parish of New Orleans, on the 11th day of November, 1845, and recorded in my office on the 13th day of the same month and year, to secure the payment of the sum of twenty-two thousand four hundred and ninety $\frac{85}{100}$ dollars, represented by the seven promissory notes of the said Ford, each for the sum of thirty-two hundred and twelve dollars ninety-seven and $\frac{6}{7}$ cents, drawn in favor of the President, Directors & Co. of the Bank of Louisiana, bearing date of the above mentioned act, and identified therewith, and made payable in one to seven years after date, and bearing interest on the face thereof at the rate of 8 per cent. per annum from date until final payment.

Second. A special mortgage granted by the said Christopher Ford, in favor of the said Bank of La., by act before Wm. Christy, a not. pub., in this city and parish of Orleans, on the 11th day of Nov'br, 1845, and recorded in my office on the 13th day of the same month and year, to secure the payment of the sum of $12,000, represented by his obligation for the like amount, bearing date of the aforementioned act, and therewith identified in favor of the President, Directors & Co. of the said Bank of Louisiana, made payable on the 11th day of Nov'br, A. D. 1846.

And, third. A special mortgage granted by Mr. James Hewitt and Mrs. Clarissa Grant, his wife, and Mr. David Heron and Mrs. Malville Mason, his wife, by act before Hilary Breton Cenas, a not. pub. in and for the city and parish of New Orleans, on the 5th day of April, 1851, and recorded in my office on the 3d day of May, 1851; also in favor of the President, Directors & Co. of the said Bank of La., to secure the payment of the sum of forty-nine thousand eight hundred dollars, being for a loan of money granted by the said corporation to the said mortgagors, and for which they have made their joint and several obligation, bearing date of the above mentioned act, and therewith identified, in favor of the said President, Directors & Co. of the Bank of Louisiana, payable on the 15th day of April, (fixed,) 1852.

And I, the undersigned recorder, do hereby further certify, that on the 26th day of February, 1851, I have erased, cancelled and annulled from my records of mortgages all the mortgages subsequent in date to the two mortgages hereinbefore described in favor of the Bank of La., in virtue of a special authorization to me given to that effect by the sheriff of this parish, and deposited in my office for reference, and of which the following is a true and faithful copy.

PRESIDENT, DIRECTORS & CO. BANK OF LOUISIANA
vs. } No. 2,497.
CHRIS'R FORD.

5 District Court of N. Orleans.

Whereas, by virtue of an order of seizure and sale to me directed in the above entitled and numbered suit, I, the undersigned sheriff, did sell and adjudicate to Messrs. James Hewitt and David Heron certain property described in my deed of sale, consisting of a sugar plantation, and certain slaves thereon and thereunto attached, (see sale 26th Feb'ry, 1857,) for the sum and price of $66,000 cash:

3857

And whereas, after deducting the amount of privileges and special mortgages anterior in rank and date to that of the seizing creditor, there did not remain sufficient to pay the whole amount due to the seizing creditor in the said suit No. 2,497:

And whereas, by the article 708 of the code of practice, the said purchasers are only bound for the price of adjudication:

Now, therefore, in virtue of said article, I, the said sheriff, do hereby release the purchasers from all mortgages of every kind bearing on the property adjudicated subsequent in date to that of the seizing creditor, under which the said sale was made, and do hereby authorize the recorder of mortgages in and for the parish of Ascension to raise, cancel and annul all mortgages subsequent in date to the mortgage in favor of the Bank of La., dated 11th of Nov'br, 1845, recorded in the office of the said recorder 13th Nov'br, 1845.

In testimony whereof, I have hereunto set my hand, at Ascension, 26th Feb'ry, 1851.

(Signed) JOHN L. COMSTOCK, *Sheriff.*

[SEAL.] In testimony whereof, I grant these presents under my official seal and signature, at the parish of Ascension, on this the 17th day of Nov'br, A. D. 1852.

(Signed) JOHN F. AYRAUD,
Parish Recorder.

Testimony of John L. Comstock.—Filed in evidence by opponent, 4th Dec'br, 1852.

5th District Court of New Orleans.

BANK OF LA.
vs.
C. FORD.

Testimony on the part of Mrs. L. Ford, executrix, opposing the application of Hewitt and Heron for a monition.

John L. Comstock, witness, says he was sheriff of the parish of Ascension, and made the sale of the plantation under the order of seizure and sale in the above suit; that no notice to the defendant to pay the debt, or otherwise a seizure would be made, accompanied the order of seizure and sale received from the 5th district court; thinks that there was a copy of the petition, but is not certain. Witness says that if a copy of the petition accompanied the order of seizure and sale, then he served that with the notice of seizure upon Peter Norwood, the overseer, and that he served no other notice. There were 2 orders of seizure and sale, under the first of which the plantation and a portion of the slaves were sold, and under the second 4 slaves only, and in neither was there any notice accompanying the petition to be served on the defendant, or the person in possession. Under neither order of seizure and sale was there any notice given prior to making the seizure.

Knows Ewing Chapman; he is the overseer upon the property, and in the employ of Hewitt & Heron.

(Signed) J. L. COMSTOCK.

Sworn to and subscribed before me by J. L. Comstock, on this the 30th Nov'br, 1852.

(Signed) WM. C. LAWES,
Justice of the Peace.

No objections to form; all other legal exceptions reserved.

(Signed) JOHN H. ILSLEY & GARNETT DUNCAN,
Atty's for Hewitt & Heron.

Order (*Continuance*)—4th Dec'br, 1852.

BANK OF LA.
vs. } No. 4,297.
CHRIS. FORD.

The opposition filed herein to the monition of Hewitt & Heron by Louisa Ford, executrix, &c., &c., came on again to-day for trial before the court—E. L Goold for opponent, Ilsley & Garnett Duncan for Hewitt & Heron—when, after hearing the testimony, by consent of counsel in open court, the same is continued till Thursday, the 23d instant, at 10 o'clock a. m.

Amended Answer and call in warranty.—Filed 6th Dec'br, 1852.

5th District Court of New Orleans.

In the matter of—

THE PRESIDENT, DIRECTORS & CO.
OF THE BANK OF LA.
vs. } No. 4,297.
CHRIS'R FORD.

Monition suit on the opposition of Mrs. C. Ford, testamentary executrix, to the application of James Hewitt and David Heron, to homologate a judicial sale.

The supplemental or amended answer of James Hewitt and David Heron, the defendants in the opposition of Mrs. Ford, now filed in said suit on opposition with the consent and by the leave of the opponent, and of this hon'ble court, respectfully represents:

That in addition to the allegations, declarations, and averments, in their original and amended answers to the said opposition, already contained and set forth, they now aver that the price at which the property described in their petition for monition was adjudicated to them was $66,000—was sixty-six thousand dollars—but that after the said adjudication it was represented to these defendants, by the plaintiffs in the suit No. 4,297, to wit, The Bank of La., that there were other privileged claims against the property, not covered by the bid made by these defendants at the sheriff's sale, and which privileged claims amounted to the sum of $\$4{,}380\frac{35}{100}$.

That these defendants have paid in satisfaction of the sale and adjudication of said property, as follows: To the Bank of La., (exclusive of said extra privileged claims,) the full sum of forty-nine thousand eight hundred dollars, and to the New Orleans Canal and Banking Co., in satisfaction of their mortgage claim, which was co-equal in rank with that of the Bank of La., or superior thereto, the sum of $\$20{,}580\frac{35}{100}$, twenty thousand five hundred and eighty $\frac{35}{100}$ dollars, which said sums amount in the aggregate to $\$70{,}380\frac{35}{100}$, seventy thousand three hundred and eighty$\frac{35}{100}$ dollars. That in case the judicial sale to these defendants made, if the said property is rescinded, they have the legal right to claim back from the parties to said suit No. 4,297, to wit, the President, Directors & Co. of the Bank of La., and the succession of Chris. Ford, the whole price of said sale (including the privileged claims not covered by their bid,) to wit, the sum total of $\$49{,}380\frac{75}{100}$, for which they, as plaintiffs and defendants in said suit, are bound in warranty.

That these defendants, in case of eviction from the said property, are legally entitled to claim back from the New Orleans Canal and Banking Co. the sum to them paid, as paid in error, to wit, the sum of $20,580 35.

Wherefore these defendants, hereby specially reserving any and all rights of action they may legally have against the parties to said suit No. 4,297, for any sums they may, in case of eviction, be compelled to pay for *fruits*, revenues, and costs, and for any damages they may sustain from the eviction, respectfully pray, that should the said judicial sale be rescinded by a decree of this hon. court, that it be also decreed in the same judgment that the said President, Directors & Company of the Bank of Louisiana do pay back and reimburse these defendants the whole sum by them paid, or at all events the amount by them actually received, to wit, the sum of forty-nine thousand eight hundred dollars, with interest from the day of sale, to wit, the 2d of Feb'y, 1851, at the rate of 8 per cent. per annum; that they also have judgment against the estate of Christ'r Ford for the whole amount by them paid as aforesaid, in satisfaction of debts due by the said estate, to wit, for the sum of seventy-eight thousand three hundred and eighty dollars ($78,380) and interest as aforesaid; and that it be further decreed that the New Orleans Canal & Banking Co. be condemned in the same judgment to refund and pay back to these defendants the sum total to them paid as aforesaid, to wit, the sum of $70,380, with interest at eight per cent. per annum from the 2d February, 1851. They further pray for judgment against the said Christopher Ford in the further sum of fifty thousand dollars, for improvements by these defendants put on, and moneys expended by them for the said property, as possessors in good faith between the time of the sale and the filing of the opposition.

That it be further decreed in said judgment (if the said sale is rescinded) that these defendants be maintained in the possession of the said property till the whole of said sum, by them paid as aforesaid for the price and improvements, is paid back and refunded to them; and that if their said demand in reconvention, when liquidated by the decree to be rendered in this case, is not paid and satisfied within such delay as this hon. court may fix, that the said judgment in reconvention against the estate of Ford be made executory. These defendants pray for all and singular the relief prayed for in their original and amended answer, and for all other general and equitable relief which justice and the nature of their claim may entitle them to; they further pray that this answer and the pleadings in the opposition suit be notified to the Bank of Louisiana and to the New Orleans Canal and Banking Company. They again pray that the opposition of Mrs. C. Ford be rejected at her costs, and that in any event the parties to the suit No. 4,297 be decreed to pay all the costs of these proceedings in case of eviction.

And, as in duty bound, &c.

(Signed) J. H. ILSLEY & G. DUNCAN,
Of Counsel for Hewitt and Heron.

Order.

Let this amended answer and call in warranty be filed.
6th Dec'br, 1852.
(Signed) A. M. BUCHANAN, *Judge.*

Citation to Bank of La., warrantor.

STATE OF LOUISIANA,
Fifth District Court of New Orleans.

President, Directors and Co. of Bank of La., New Orleans:

You are hereby summoned to comply with the demand contained in the petition and other proceedings, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the 5th district court of New Orleans, in the city of New Orleans, in ten days after the service hereof.

[SEAL.] Witness the Hon. A. M. Buchanan, judge of the said court, the 6th day of Dec'br, in the year of our Lord 1852.

(Signed) J. O. CHALON, *D'y Cl'k.*

PRES'T, DIRECTORS & CO. BANK OF LOUISIANA
vs.
CHRIS. FORD.
} No. 4,297.

Sheriff's Return.

Rec'd Dec'br 7th, 1852, and on the same day served copies of petition and citation at the banking-house of the Bank of Louisiana, in the hands of the cashier, R. M. Davis, the president of said bank being then absent from said banking-house.

Returned Dec'br 8th, 1852.

(Signed) A. DREUX, *D'y Clerk.*

Citation to Canal Bank; warrantor.

STATE OF LA.,
5th District Court of New Orleans.

President, Directors and Co. of New Orleans Canal and Banking Co., New Orleans:

You are hereby summoned to comply with the demand contained in the petition and other proceedings, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the fifth district court of New Orleans, in the city of New Orleans, in ten days after the service hereof.

[SEAL.] Witness the Hon. A. M. Buchanan, judge of the said court, this 6th day of December, in the year of our Lord 1852.

(Signed) J. O. CHALON, *D'y Cl'k.*

PRESIDENT, DIRECTORS & CO. OF BANK OF LA.
vs.
CHRISTOPHER FORD.
No. 4,297.

Sheriff's Return.

Rec'd Dec'br 7th, 1852, and on the same day served copies of petition and citation at the banking-house of the Bank of Louisiana, in the hands of the cashier, R. M. Davis, the president being then absent from the banking-house.

Returned Dec'br 8th, 1852.

(Signed) A. DREUX, *D'y Sheriff.*

Exception and Plea of Oyer of Bank of La.—Filed 4th Dec'br, 1852.

Fifth Dist. Court.

BANK OF LOUISIANA
vs.
CHRISTOPHER FORD, on monition of Hewitt & Heron & Co.

The Bank of Louisiana excepts to the call in warranty of Hewitt, Heron & Co., and say that they are in no manner bound to answer herein, and they pray judgment herein; and should said exception be overruled, they pray oyer of the last will and testament of Chris. Ford, to enable them to answer herein.

(Signed) L. PIERCE, *Att'y.*

Sheriff's Return on Copy of Exception, &c.

Rec'd Dec'br 16th, 1852, and on the 17th day of said month *month* served copy of exception and oyer on Hewitt & Heron & Co., through their att'y, G. Duncan, personally. Returned Dec'br 20th, 1852.

(Signed) A. DREUX, *D'y Sheriff.*

Testimony on Opposition.—Filed 23d Dec'br, 1852.

BANK OF LA.
vs.
CHRISTOPHER FORD.

Testimony taken in open court, on opposition to monition, 23d December, 1852.

Hewitt & Heron offer in evidence the mortuary proceedings in the succession of Chris. Ford before the 4th judicial district court of Louisiana; copy now filed.

The depositions of P. O. Ayraud and Theo're Ayraud are offered in evidence by Hewitt & Heron, now filed, subject to any legal exceptions the opposite party may have. Also the testimony of Glendy Burke, now filed; also, the agreement of counsel endorsed thereon.

James M. Miles, witness for Hewitt & Heron, sworn. I am a builder of sugar-house machinery; I put up for Messrs. Hewitt & Heron the machinery for their sugar-house, on the plantation in controversy; the cost of said machinery was $23,470 54 ; independent of which there was a labor bill, amounting to some $500, and upwards.

Transcript of Mortuaria in Succession of C. Ford.—Filed in evidence by H. & H., 23d Dec., 1852.

PARISH OF ASCENSION,
State of Louisiana.

To the Hon. Albert Duffel, judge of the Fourth District, State of Louisiana:

Mrs. Christopher Ford, widow and relict of Christopher Ford, dec'd, presents the olographic will of Chris. Ford, deceased; the same be a sealed packet with the seals unbroken, and endorsed on the envelope, as left to the care of the petitioner.

Your petitioner prays that the said will may be opened according to law.

(Signed) LOUISA W. FORD.
By HEYTER, *Att'y, &c.*

Ne varietur. Ascension, 18th March, 1850.
L. D. NICHOLLS, *Clerk.*

In the name of God, amen. I, Christopher Ford, of the parish of Ascension, State of Louisiana, being of a sound and disposing mind, do this day make and ordain this my last will and testament.

In the first place, I desire all my just debts to be paid; desiring, however, that the Bank of Louisiana and the Canal and Banking Co. of Louisiana extend to my wife, Louisa W. Ford, the privilege of endeavoring, by making the plantation and negroes on it, to discharge the indebtedness of the place to them.

In the second place, I desire and make my wife, Louisa W. Ford, sole heir of all I possess.

In the third place, I hereby constitute and appoint her, Louisa W. Ford, sole executrix, and do require that no bond or obligation be taked of her for the fulfilment of said office.

(Signed) this 22d day of August, 1849—

CHRIS'R FORD.

Ne varietur. Ascension, 18th March, 1850.

L. D. NICHOLLS, *Clerk.*

4th District Court—Ascension.

Succession of Christopher Ford.—Will.—Filed 18th March, 1850.

(Signed) L. D. NICHOLLS, *Clerk.*

4th District Court—Ascension.

Succession of Christopher Ford.—Petition for opening of will.—Filed 18th March, 1850.

(Signed) L. D. NICHOLLS, *Clerk.*

On reading the within petition, it is ordered that the sealed packet, marked A, purporting to be the olographic will of Chris. Ford, late of the parish of Ascension, deceased, be opened, according to law, at my office at the court-house, in the town of Donaldsonville, on this day, at three o'clock p. m., and thereafter that due proof thereof be made according to law. Ascension, 18th March, 1850.

(Signed) L. D. NICHOLLS, *Clerk.*

United States of America,
State of Louisiana, Parish of Ascension.

Be it remembered, that on this the 18th day of March, in the year of our Lord one thousand eight hundred and fifty, at three o'clock p. m., by virtue of an order from the hon. the fourth judicial district court, in and for the parish of Ascension, rendered on this day in the matter of the succession of Christopher Ford, late of the parish of Ascension, dec'd, I, Lawrence D. Nicholls, the undersigned, clerk of the aforesaid court, did proceed, at my office at the court-house, in the town of Donaldsonville, to the opening and proof of the last will and testament of said Chris. Ford, deceased, in presence of—1st, Mrs. Louisa W. Ford, widow of Christopher Ford; 2d, Messrs. William C. D. Ventress, and Edward J. Thibault, witnesses called for the purpose of proving the will; and 3d, of Messrs. Arthur Hatkinson and Marcisse Torrio, residents of the parish of Ascension, witnesses to these proceedings.

I first exhibited the sealed packet, marked A, purporting to be the olographic will of the deceased. Messrs. William C. S. Ventress and Edward J. Thibault, having been first duly sworn, declared, upon examination of the superscription of said packet, that the same is in the handwriting of Chris. Ford; and the said packet having been opened, said deponents declared that *the* recognised the same to be entirely written, dated, and signed by the hand of the testator, the said Christopher Ford, deceased; which said depositions were then by me, said clerk, reduced to writing, and signed *respecting* by said William C. S. Ventress and Edw. J. Thibault.

I then read the will in a loud and audiable *and audiable* voice, so as to be heard by all people present; and having thus read the will, I signed and paraphed the same ne varietur, at the top and bottom of each page; and all the formalities of the law having now been complied with, the following decree was rendered:

It having been satisfactorily proven that the will of Christopher Ford, late of the parish of Ascension, deceased, was entirely written, dated, and signed by the hand of the said Chris. Ford, and the same being in regular form, it is hereby ordered that said will be deposited in my office, recorded and executed according to law.

Ascension, 18th March, 1850.

(Signed) L. D. NICHOLLS, *Clerk.*

In testimony whereof, the said widow of Chris. Ford, William C. S. Ventress, Edward J. Thibault, Arthur Hatkinson, and Narcisse Terrio, have hereunto set their hands, at the parish of Ascension, on the day, month, and year first above written, with me, L. D. Nicholls, clerk, after the reading hereof.

(Signed)
LOUISA W. FORD,
E. J. THIBAULT,
W. C. S. VENTRESS,
P. A. HATKINSON,
J. N. TERRIO,
L. D. NICHOLLS, *Clerk.*

Fourth Judicial District Court of the State of Louisiana, in and for the parish of Ascension.

This day personally came and appeared before me, L. D. Nicholls, clerk of the said court, Wm. C. S. Ventress, of the parish of Ascension, who being first duly sworn, declared, upon examination of the packet marked A, purporting to be the olographic will of Chris. Ford, that he recognised the same as being entirely written, dated, and signed by the hand of said Christopher Ford, from having frequently seen him signe in his lifetime.

(Signed) W. C. S. VENTRESS.

Sworn to and subscribed before me, Ascension, this 18th March, 1850.

(Signed) L. D. NICHOLS, *Clerk.*

This day personally came and appeared before me, the undersigned, clerk of said court, Edward J. Tibault, a resident of the parish of Ascension, who after being first duly sworn, upon examination of the packet marked A, purporting to be the olographic will of Christopher Ford, declared that he recognised the same to be entirely written, dated, and signed by the hand of the said Christopher Ford, from having frequently seen him sign and write in his lifetime.

(Signed) E. J. TIBAULT.

Sworn to and subscribed before me, Ascension, this 18th March, 1850.

(Signed) L. D. NICHOLLS, *Cl'k.*

It having been satisfactorily proved that the will of Chris'r Ford, late of the parish of Ascension, dec'd, was entirely written, dated, and signed by the hand of the said Christopher Ford, and the same being in regular form, it is hereby ordered that said will be deposited in my office, recorded and executed according to law.

Ascension, 18th March, 1850.

(Signed) L. D. NICHOLS, *Cl'k.*

To the Hon. Albert Duffel, judge of the Fourth Judicial District Court of the State of Louisiana, in and for the parish of Ascension:

The petition of Louisa W. Ford, the widow of Chris'r Ford, late of said parish, deceased, respectfully represents: That her said husband departed this life in California some time in or about the month of   last past, leaving an olographic will or testament, which has been duly admitted to probate in this hon. court. That by said will your petitioner is named and appointed testamentary executrix; that she is desirous to be confirmed as such. Wherefore she prays that on taking the oath required by law, she may be recognised as the testamentary executrix of the said last will of Christopher Ford, and that letters testamentary be delivered to her, and for general relief. And, as in duty bound, &c.

(Signed) JOHN H. ILSLEY,
Of Counsel.

On reading the within petition, it is ordered that Mrs. Louisa W. Ford, of the parish of Ascension, widow of Christ. Ford, late of said parish, deceased, be, and she is hereby confirmed as testamentary executrix of the said Christopher Ford, deceased, and that as such, letters issue in her favor, upon her taking the oath required by law.

Ascension, 5th April, 1850.

(Signed) L. D. NICHOLLS, *Clerk.*

Fourth Judicial District Court of the State of La., in and for the parish of Ascension.

I do solemnly swear that I will well and faithfully, according to the best of my knowledge and ability, discharge and perform all and singular the duties incumbent on me by law as testamentary executrix of the last will of Christopher Ford, late of the parish of Ascension, deceased, so help me God.

(Signed) LOUISA W. FORD.

Sworn to and subscribed before me, Ascension, 12th April, 1850.

(Signed) L. D. NICHOLLS, *Clerk.*

Folio 77.—Succession of Chris. Ford.—Letters of Testamentary Executorship.

Fourth Judicial Court of the State of Louisiana, in and for the parish of Ascension.

This shall certify to all whom it may concern, that by a decree of the hon. the above entitled court, rendered on the 5th instant, Mrs. Louisa W. Ford, of the parish of Ascension, was duly appointed testamentary executrix of the last will and testament of Christopher Ford, late of the said parish, deceased.

Now know ye, that the said Mrs. Louisa W. Ford, widow of Christopher Ford, has this day taken the oath required by law, and is now duly qualified to act in her capacity aforesaid.

Witness the Hon. Albert Duffel, judge of our said court, Ascension, this twelfth of April, eighteen hundred and fifty.

(Signed) L. D. NICHOLLS, *Clerk.*

Fourth Judicial District Court of the State of La., in and for the parish of Ascension.

I, Lawrence D. Nicholls, clerk of the above entitled court, duly commissioned and qualified, do hereby certify the foregoing six pages to be a true and collected transcript of all the proceedings had, evidence adjudged, and documents on file in my office, in the matter of the succession of Chris'r Ford.

In faith whereof witness my official seal and signature, Ascension, this 21st Dec., 1852.

(Signed) L. D. NICHOLLS, [SEAL.]
Clerk.

Testimony of P. O. & T. Ayraud.—Filed in evidence 23d Dec., 1852.

5th District Court New Orleans.—Monition suit.—Hewitt and Heron applying for monition.—Mrs. Ford, opponent.

In the matter of—

THE PRESIDENT, DIRECTORS & CO. BANK OF LOUISIANA
vs.
CHRIS. FORD.
} No. 4,297.

Interrogatories to be propounded to J. B. Latorey, P. Oscar Ayraud, Theo. Ayraud, and other witnesses, residing in the parish of Ascension, to be examined on behalf of Hewitt & Herron.

1st. Do you know the plantation of the late Chris'r Ford, in the parish of Ascension, the slaves, &c., thereon?

2d. What was its condition, and what would you have considered its full value, in the early part of Feb'y, 1851?

3d. What was its condition in June last; had any improvements been put on it since Feb., 1851; by whom; what were the improvements, and what their value, at a low estimation, in cash?

4th. Do you know any facts or matter that may be advantageous to the defendants, Hewitt & Heron, who bought the property at sheriff's sale, in February, 1851, but whose title so acquired is declared defective? State the same as fully as if specially interrogated thereto.

(Signed) ILSLEY & DUNCAN,
Att'ys for Hewitt & Heron.

Commission and all formalities waived; all other legal exceptions reserved.

(Signed) E. L. GOOLD.

New Orleans, 6th Dec., 1852.

Cross-interrogatories—To all witnesses.

First cross-interrogatory. What is your age and occupation; how near to the Ford plantation did you reside at the time of its sale to Hewitt & Heron, and how near do you reside now; what have been your opportunities for obtaining your information in regard to the matters upon which you have been interrogated in chief?

2d x interrogatory. Have Hewitt & Heron, since the purchase of the Ford plantation, made any addition to it by the purchase of other lands? if yea, state as nearly as you can the quantity of lands so added. What is the situation of such additions as regards the Ford plantation; are they above or below? Name the person from whom Hewitt & Heron have bought.

3d x interrogatory. Have not any additions to, or alterations of the sugar-house, been principally made because of the increase in the size of the plantation? In stating the value of the improvements, state what proportion of them and how much of the costs is to be subscribed to the increase in size of the plantation.

4th x int'y. Has or not a refinery of sugar been attached to the sugar-house on the Ford plantation; what alteration in the building did this addition occasion? In estimating the costs of the improvements, say how much you put down for the refinery. Is a refinery necessarily a part of the process of the manufacture of sugar from the cane?

5th x int'y. State particularly here each improvement placed upon the Ford plantation, so far as you know of your own knowledge, and your estimate of its cost. State what part of your testimony given under this commission you know from your own observation, and what part you have derived from others.

6th x int'y. Where are you giving your testimony; who is present in the room; who has spoken to you in regard to your testimony before giving it?

(Signed) E. L. GOOLD, *Att'y.*

5th District Court, New Orleans.—Monition suit.

In the matter of the—

PRES'T, DIRECTORS & CO. OF THE BANK OF LA.
vs.
CHRISTOPHER FORD.
} No. 4,297.

Answer of P. Oscar Ayraud to the interrogatories propounded to him in said suit:

Interrogatory 1st. I know the plantation referred to in the interrogatory, and the slaves referred to.

Int'y 2d. In the early part of Feb'y, 1851, was in a wretched condition. The land had been badly cultivated; the fences were in a dilapidated state; there were few ditches, and the place was badly drained; the sugar-house was too small, and not adapted for the place; the machinery in the sugar-house very inferior; the place almost without timber, and full of coco; there was then but little plant-cane on the place. In February, 1851, when it was sold, I would have considered the price at which it was adjudicated for the plantation, &c., and slaves, which cost—though numerically strong, was as physically weak force—say $66,000 cash, its full value then.

Int'y 3d. Early in June last, the place was entirely different from what it was when it was sold in February, 1851. A vast number of improvements have been put on it since Hewitt & Heron bought it. The place in June was in a high state of cultivation; the fences in good order; a great deal of ditching had been done, and large canal dug by white laborers; a very large and substantial brick sugar-house constructed on the place, and machinery therein erected. The whole improvements, in my opinion, must have cost greatly exceeding $50,000.

Int'y 4th. I shall be thirty-five years of age in January; I am a practical planter, and have always, from my earliest recollection, been engaged in agricultural pursuits; I was raised on the plantation opposite the Ford plantation, and I now live close by it.

Int'y 5th. In forming my estimation of the Ford plantation, I am governed by my personal knowledge of it and its capacities when it was sold. No one could have bought the property to any advantage unless he had ample means to put it in a condition to make revenue. What is now in cultivation, yielding the best cane on the place, was then a pool of water or swamp, which could only be reclaimed by extraordinary drainage, and which could only be accomplished at vast expense, if at all, except by those who owned the adjoining lands, Hewitt and Heron, through which lands the waters of the Ford place had to pass. The plantation was anything but a desirable one, for many reasons. It had a very extensive front, and extended only to the lines of another plantation, without double concession or timbered, and, except a very small piece, it was full of coco. The buildings were in a very dilapidated state, the fences falling down, the sugar-house and machinery not adapted to the place. It would have required a considerable outlay to put it in order, and any one but a person of capital who bought it would be very apt to have to follow those who owned it before Hewitt and Heron; that is to say, would be ruined by working it. The slaves were very inferior; the working force was physically a very weak one.

(Signed) P'RE OSCAR AYRAUD.

Sworn and subscribed to, this 18th day of December, one thousand eight hundred and fifty-two, before me, the undersigned, justice of the peace in and for the 2d ward, in the parish of Ascension, and State of Louisiana.

(Signed) THOMAS J. WALTON,
Justice of the Peace.

Answers to Cross-interrogatories.

Int'y 1st. I am about 35 years old. I am a practical planter, and have always been engaged in that business. I live opposite the Ford plantation, on the opposite side of the bayou, where I was raised, and have always lived. My opportunities for obtaining my information of the matters of which I have testified have been frequent, as I know the whole plantation well, having often been over it and through it, and seeing the property at all times of the year, under the management of different persons. I know the slaves from having frequently seen them in the quarters and at work in the field. My judgment in regard to the property is based upon experience as a planter.

Int'y 2d. Hewitt and Heron, so far as I know, have only purchased three small tracts of land adjoining the plantation on the lower lines. The vendors were Messrs. Manuel Riez and Manuel and Bartol Monson, and the whole quantity did not exceed some three arpents front by forty in depth.

Int'y 3d. The sugar-house erected by Hewitt & Heron on the Ford place is entirely new. The increased size of it was not necessitated by the additional quantity of land added to the plantation. I do not consider that the increased size of the plantation has occasioned any difference in the cost of the sugar-house.

Int'y 4th. The works or machinery in the new sugar-house is adapted to the making a very fine quality white-grained sugar. To construct three new works, additional buildings and materials would be required beyond what could have been necessary by the old place, and I would estimate these worth some $15,000. By the process now used in the new sugar-house, and which is frequently used by planters, sugar is manufactured directly from the cane-juice; but sugar could certainly be manufactured in the old way. I do not consider it to be a sugar refinery in the usual acceptation of the word.

Int'y 5th. I have before spoken of the improvements put on the place by Hewitt & Heron. The plantation has been entirely well drained; large ditches and a canal have been cut on the place by white laborers at vast expense—not less than ten thousand dollars; the fences have been thoroughly repaired, a very large brick sugar-house has been built on the place, and expensive machinery for making a fine article of sugar, besides out-buildings, have been put up. The cost of the buildings and machinery, to say nothing of the other works, must have cost over $40,000. It must have cost much labor to put the place in the high state of cultivation it is now in. What I have stated is from my own personal knowledge, and not from what I have heard from others.

Int'y 6th. I am giving my testimony in my own house, in the presence of the magistrate only. Mr. Ilsley has asked me what I know in relation to the questions put to me, and I have told him that I know what I have here testified to, and nothing more.

(Signed) P'RE OSCAR AYRAUD.

Sworn to and subscribed to this the 18th day of December, one thousand eight hundred and fifty-two, before me, the undersigned, justice of the peace in and for the 2d ward in the parish of Ascension, and State of Louisiana.

(Signed) THOMAS J. WALTON,
Justice of the Peace.

5 District Court of New Orleans.

PRES'T, DIRECTORS & CO. BANK OF LA.
vs.
CHRISTOPHER FORD.
} Monition suit.

Answers of Theo. Ayraud to questions propounded to him in the above suit:

1st. I know the Ford plantation, and the slaves thereon.

2d. In February, 1851, when it was sold, the plantation was in a very bad order, the buildings in a dilapidated state, the fences in bad condition, the drainage imperfect for want of ditches and canals, the sugar-house badly constructed, and not adapted to the property, the machinery therein very indifferent, the buildings rotting down, the slave force physically very weak; but little, if any, plant-cane. I would consider sixty-six thousand dollars cash, the price bid at the sheriff's sale, its full cash value.

3d. In June last the plantation had been greatly improved by Hewitt & Heron, and these improvements had all been made since February, 1851; the fences have been repaired and put in good order, large ditches and a canal have been cut on the place, and the plantation thoroughly drained; a large brick sugar-house has been built on the place, and expensive sugar works erected therein; the cost of all the improvements put on the property by Hewitt & Heron between the 1st Feb'ry, 1851, and the 1st June, 1852, could not have been less than fifty, more likely sixty, thousand dollars.

4th. The Ford plantation had for many years been cultivated anything but profitable; it was sold by the sheriff before Ford bought; it had been badly cultivated, and everything had gone to ruin on it; there was no timber, or very little, no double concession; the place was one coco-patch; it required a great outlay to make it profitable, and extensive drainage was indispensable. It would have been difficult for any one to have drained it as effectually as Hewitt & Heron, as they own the adjacent plantation through which the waters of the Ford place must pass, and they can connect their ditches. The force was apparently large, but the working force was a very weak one. I would certainly never have risked $66,000 cash on buying the whole property.

Answers of Theo. Ayraud to Cross-interrogatories.

1st. I am about 28 years of age; I have followed the planting business all my life; at the time of the sale to Hewitt & Heron I lived nearly opposite the Ford plantation, where I still live and have always resided; my opportunities for getting correct knowledge in relation to the Ford property, have been necessarily very great; I have been so often on the place that I know it thoroughly, as also the slaves; I have known the land from my boyhood up, and have seen the slaves in their quarters and at work, and my observations have been those of a practical planter.

2d. Hewitt and Heron, since they bought Ford's land, have only, so far as my knowledge extends, bought three small tracts of land, the whole together not exceeding three front arpents by forty in depth; these lands were bought from Messrs. Manuel Ruiz and

Manuel Manson and Bartol Manson; they lie below and adjoining the Ford land.

3d. A very large sugar-house has been built on the place by Hewitt and Heron, but it could not have been necessary to increase the size of it on account of the additional quantity of land added to the plantation of Ford; I do not consider that any additional cost has been incurred in consequence of the increased size of the place.

4th. The process of making sugar in the new sugar-house is not a refinery, as I understand the term; it is a process now in frequent use by which a very fine quality of white grained sugar is manufactured from the cane-juice; in order to adapt the sugar-house to the process now used, larger and other buildings were required, and I should estimate these additions at some fifteen thousand dollars; neither a refinery nor the process used is indispensably necessary to manufacture sugar from the cane, as it might be manufactured by the old process.

5th. The improvements put by Hewitt & Heron on the plantation since they bought it consist principally in the extensive drainage, ditches, and a large canal, which work was performed by white laborers, at a cost of not less than ten thousand dollars; all the fences have been put in complete order; a very large substantial brick sugar-house with valuable machinery has been erected, and put up at a cost not less than $40,000. The plantation is now in a high state of cultivation, and to put it in that condition must have required great labor and expense. I have stated nothing but what I know personally, and nothing from what I have heard from others.

I am giving my testimony in my own house, in the presence of the magistrate only; no one has spoken to me but Mr. Ilsley, and he merely asked me what I knew about the questions propounded. I stated to him what I knew, and that is what I have stated under oath.

(Signed) PR'E THEO'RE AYRAUD.

Sworn and subscribed to, this the 18th day of December, one thousand eight hundred and fifty-two, before me, the undersigned justice of the peace in and for 2d ward, in the parish of Ascension, in the State of Louisiana.

(Signed) THOMAS J. WALTON,
Justice of Peace.

Testimony of G. Burke.—Filed in evidence 23d Dec'br, 1852.

BANK OF LA.
vs.
C. FORD.

C. Ford, in his lifetime, gave to Glendy Burke & Co. a mortgage for $5,000 before Mr. Ilsley; that debt was afterward reduced a little, and on the 29th July, 1850, he assigned and sold the balance due on it, to Mr. Jeter, for, he thinks, $500; he sold and assigned it without recourse; he passed $500 to the credit of the debt paid by Jeter, and charged the rest of it to profit and loss, and has considered ever since that he had no further interest in it.

The books of Glendy, Burke & Co. are in the hands of Mr. W. Martin, syndic, and he cannot from memory state what was the balance due on 29th July, 1850; his recollection is that it was over $3,600, and that it was under $4,300.

(Signed) G. BURKE.

Agreement annexed.

BANK OF LA.
vs.
C. FORD.

Opponent, Louisa Ford, and Hewitt and Heron, proceed for mutual convenience with the argument of this case, upon the agreement that it is to be considered by the court just as if the Bank of La. and the New Orleans Canal and Banking Co. had fully answered, and that if the court shall find their appearance and answer as parties important, that the case shall be held up till the said corporations are fully before the court, and that no exception can be taken by opponent to any decree condemning opponent as warrantor in this case, because of the fact that no issue is joined between said corporations and Hewitt & Heron.

(Signed) J. H. ILSLEY & G. DUNCAN,
For HEWITT & HERON.
(Signed) E. L. GOOLD, for Executrix.

Order (*opposition continued*).—23d Dec'r, 1852.

BANK OF LA.
vs. No. 4,297.
CHRIS'R FORD.

The opposition filed herein by Louisa Ford, executrix, &c., to the monition of Hewitt and Heron, came on again to-day for trial—Illsley and Garnett Duncan for Hewitt and Heron, Roselius and Goold for opponent—when, after hearing testimony and argument of counsel, the same is continued till to-morrow morning, at 10 o'clock.

Order (*opposition submitted*).—26th Decemb'r, 1852.

BANK OF LA.
vs. No. 4,297.
CHRIS. FORD.

The opposition filed herein by Louisa Ford, executrix, to the monition of Hewitt & Heron, came on again to-day, and after hearing argument of counsel, the court took the same under consideration.

Reasons for Judgment on Opp'on.—Filed 11th April, 1853.

BANK OF LOUISIANA
vs.
CHRISTOPHER FORD.
} No. 4,297.

Reasons for judgment on opposition to monition.

Mrs. Ford, the testamentary executrix and universal legatee of defendant, opposes the monition sued out by Hewitt and Heron, the purchasers of the property seized and sold in this case, alleging the following informalities in the proceedings:

1st. That this suit should have been brought in the fourth judicial district court, holding sessions in the parish of Ascension, where the succession of defendant was opened.

2d. That no notice of the executory process was served upon the executrix, and that she was ignorant that the sale was to take place.

3d. That no notice was given her to appoint appraisers.

4th. The opponent alleges that in addition to the same irregularities as above charged against the sale made under the original order of seizure and sale, there was the further illegality in the issuing of the alias seizure and sale in this case, that the mortgage claims of the plaintiff had been satisfied in full by the first writ, and that the four slaves included in the alias writ were not mortgaged to plaintiff.

Upon the first of the above grounds we have first to examine the conventions of the parties. The right to be sued in one's own parish is a right that may be waived by the debtor. In the present instance we find it expressly waived in the mortgage upon which this suit was based.

The opponent, however, contends that this waiver cannot be held to extend beyond the term of Mr. Ford's natural life. This might perhaps be true, were it not for the peculiar privileges conferred upon the Bank of La. for the collection of its mortgages by its charter.

The 31st section of that charter reads as follows: "And be it further enacted, that on all mortgages executed under this act, the President, Directors & Co. of the bank shall have the right to seize the property mortgaged, in whatever hands it may be, in the same manner, and with the same facilities, that it could be seized in the hands of the mortgagor, notwithstanding any sale or change of the title or possession thereof by descent or otherwise."

Upon the second ground of opposition, want of notice, I find the evidence to be (deposition of Comstock, sheriff, taken under commission,) that the notice of seizure was served simultaneously with the seizure, on the 18th December, 1850, by delivering it to Peter

Norwood, the overseer of the plantation, the only white person he found there. The domicil of Ford was there in his lifetime. His widow resided there after his death. Her witnesses prove that some months before the seizure Mrs. Ford went to Jefferson, and stayed in the family of Mr. Jeter, whence she went to Virginia. But there is no evidence of a legal change of domicil on her part after the death of her husband, and at all events the 31st section of the charter of the bank makes a notice to the party in possession of the mortgaged property sufficient. The law on the subject of the notice of the debtor in cases of executory process is contained in the article 735 of the code of practice. "In obtaining this order of seizure it shall suffice to give three days' notice to the debtor, counting from that on which the notice is given, if he resides on the spot, adding a day for every twenty miles between the place of his residence and the residence of the judge to whom the petition has been presented."

It was long since settled that the notice herein spoken of is a notice before seizure; but the object of the notice was undoubtedly to bring the fact of the claim to the knowledge of the debtor, in order that he might have the chance of discharging the debt before seizure, or of enjoining the seizure if he had any legal grounds of defence. In the present case I find that the property, although seized on the 18th Dec'br, was not sold until the 1st Feb'ry following, or forty-four clear days after the notice. Here was the delay of thirty days required by law for the advertisement, in addition to a further delay of two weeks. Now the debtor has in fact had the benefit of the three days' notice required by article 735, and of four times that notice. The fact of the notice being simultaneous with the seizure has done her no injury. The sale was only made after such a delay as the most liberal construction of the law in her favor would warrant.

Again. The notice in question accomplished its object. So far from the opponent being ignorant of the sale, it is proved that Mr. John W. Jeter, her assignee and attorney in fact, was present at the sale and bid for the property. It would be sacrificing substance to form to allow the opponent to plead want of notice in the face of this last fact.

Upon the third ground of opposition, the proof is that the property was regularly appraised. Upon the fourth ground of opposition I have looked in vain through the act of mortgage for the five slaves named in the alias writ of seizure and sale, and of which four were sold by the sheriff. No names corresponding with those occur in the list of mortgaged slaves. From their age, indeed, three out of the four sold must have been born since the mortgage; no evidence has been produced to me that they were the increase of the mortgaged slaves. As to the four slaves sold under the alias fi. fa., I am of opinion that the opposition should prevail. It is therefore ordered, &c.

Judgment on Opposition.—Rendered 11th April, 1853.

BANK OF LA.
vs.
CHRISTOPHER FORD. } No. 4,297.

For the reasons this day filed, it is adjudged and decreed that the sheriff's sale of the 1st February, 1851, under the original executory process in this case, be homologated and confirmed, and that the sale of the four slaves named Sarah Randall, Beeby Lee, or See, George, Henry and Betty, made under the alias writ of seizure and sale on the 16th Sept., 1851, be annulled; that the costs of this opposition be borne, one-half by the petitioner for monition, and one-half by the opponent. It is further ordered, that Hewitt & Heron have judgment against their call in warranty, over against the Bank of Louisiana, for the sum of eight hundred dollars, price paid by them for the above four named slaves, with costs.

Order (rule of Mrs. Ford for new trial) and Grounds.—13th April, 1853.

BANK OF LA.
vs.
CHRIS'R FORD. } No. 4,297.

On motion of E. L. Goold, esq., of counsel for Louisa W. Ford, testamentary executrix, &c., it is ordered that Hewitt and Heron, the defendants in opposition, show cause on Saturday, April 16th, 1853, at 10 o'clock a. m., why a new trial should not be granted on the following grounds:

The court erred in deciding that the waiver of domicils by Ford subsisted after his death.

In deciding that a notice of executory process was served simultaneously with the seizure, there never having been in fact any such notice placed in the sheriff's hands, or even prepared.

In deciding that the delay spoken of by law could be effectually given after the seizure had been made.

In deciding that Peter Norwood was notified pursuant to the requisitions of the bank charter, when in truth the paper served upon him was addressed to Chris. Ford, and not himself; and in deciding that Norwood was the possessor of the plantation, the property being in possession of the executrix.

The judgment is contrary to law and evidence.

Service accepted.

(Signed) G. DUNCAN.

Order (rule of H. & H. on Mrs. Ford to have Jud't Mod'ed).—16th April, 1853.

BANK OF LOUISIANA
vs.
CHRISTOPHER FORD. } No. 4,297.

38/61

On motion of Duncan & Ilsley, esqrs., of counsel for Hewitt and Heron, it is ordered that the opponent, Mrs. Ford, show cause on the 16th day of April, 1853, at 10 o'clock a. m., why the judgment should not be so modified as to dismiss the opposition of Mrs. Ford at her cost, and to confirm the sale of the four slaves upon the causes filed on this day.

Suggestions and grounds annexed.

Hewitt and Heron move the court to modify the judgment in this cause in regard to the four slaves, and to set aside the order annulling the sale of the four slaves, and to dismiss the opposition of Mrs. Ford thereto, at her cost; because—

1st. The said opponent, Mrs. Ford, had no interest therein, and could not stand in judgment.

2d. Because Mrs. Ford was the universal *deversee*, and had sold and conveyed to Jeter her whole interest in the succession.

3d. Because Mrs. Ford, after qualifying, sold out the whole estate, and left the State, and abandoned wholly the duties of executrix, and left no power of attorney recorded in the parish in which the succession was *oppened*.

4th. Said four slaves were part of the slaves mortgaged, or the increase thereof, and that fact was not disputed on the pleadings.

(Signed) DUNCAN & ILSLEY,
For Hewitt and Heron.

Service accepted.
(Signed) E. L. GOOLD, *Att'y.*

Order, (Rule for new Trial submitted.)

BANK OF LA.
vs.
CHRISTOPHER FORD.
No. 4,297.

16th April, 1853.—The rule taken herein by Mrs. L. Ford, executrix, for a new trial this day.

Roselius and Goold for Mrs. Ford; Garnett Duncan for Hewitt & Heron.

When, after hearing argument of counsel, the court took the same under consideration.

Reasons for granting new Trial.—Filed 22d April, 1853.

BANK OF LA.
vs.
CHRIS'R FORD.

On motion for new trial, upon monition of Hewitt and Heron.

On the argument of this motion, my attention has been particularly called to the phraseology of the article 736 of the code of practice, requiring the clerk of the court from which the order of seizure and sale is issued, to direct to the sheriff of the parish where the debtor resides, a written notice to be given to the debtor, which notice it is the duty of the sheriff to serve, and to return the original, with his report, in the same manner as in ordinary citations.

This article seems applicable to the present case. The property mortgaged was situated within the jurisdiction of this court, by the terms of the contract of mortgage, although not by the general law. The evidence of Mrs. Ford, the representative of the debtor, was legally in the parish of Ascension, as declared in my reasons for the judgment rendered herein. Under these circumstances, it seems that the clerk should have sent to the sheriff a written notice to be served before seizure, which was not done. This was an essential formalit*ies*, and the whole object of the monition is to inquire whether all the formalities required by law have been fulfilled.

New trial granted.

Order granting a new Trial.

BANK OF LOUISIANA }
vs. } No. 4,297.
CHRIS. FORD. }

22d April, 1853.—For the reasons this day filed, it is ordered that the rule taken herein by Louisa Ford, executrix, &c., be made absolute, and that a new trial be granted on her opposition to the monition.

Exceptions of Hewitt and Heron.—Filed 9th May, 1853.

BANK OF LA. }
vs. }
CHRIS'R FORD. }

Hewitt and Heron, defendants to the opposition filed in this case, crave oyer of the will of C. Ford, deceased, and it being read in these words, here insert—it say in addition to their exceptions filed 12th Nov'br, 1852, the said opponent has no right to stand in judgment as opponent, and that they are not *bond* to answer her opposition, and that the said opposition should be dismissed for the following *reason* severally, to wit:

1st. Opponent is universal heir and universal legatee of the decedent, and therefore bound to pay all the debts of the succession, and she has not tendered the amount due on the mortgages under which the plantation was sold, nor the amount paid by these defendants for the purchase of the plantation.

2d. The said Louisa Ford, the universal heir and universal legatee of the deceased, did by deed, executed in solemn form before Van Dalson, not. public, and a certified copy whereof is herewith exhibited marked (No. 10,) sold and conveyed and assigned to J. T. Jeter the whole of the estate of the decedent.

3d. Said opponent, as universal legatee and universal heir, sold and assigned the whole of the estate of the decedent to Jeter by notarial act before Van Dalson, notary of New Orleans, and by power of attorney acknowledged before said Van Dalson, and which is herewith exhibited marked (No. 11,) made said Jeter her attorney in fact to represent her in all matters; and the said Jeter after said conveyance, and after he was so made the attorney of opponent, attended the sheriff's sale and competed in the bidding at the sheriff's sale referred to in the pleadings, without objection.

4th. Said opponent and said Jeter made to respondents a deed, after the said sheriff's sale by notarial act before Ainsworth, notary public of New Orleans, which is herewith exhibited, marked (No. 12,) whereby they jointly and severally confirmed to these defendants the land in controversy.

5th. Opponent had full notice of the sale, and was personally represented at said sale, and was, without objection, a competitor in the biddings.

6th. Opponent after qualifying as executrix, sold out the whole estate, and left the State permanently, without ever making an inventory or doing any other act, except selling the estate and receiving $5,000 therefor, and charging the vendee with the payment of all the debts, and without having any power of attorney recorded in the parish in which the succession was opened.

7th. Opponent accepted the succession absolutely, and thereby became bound, as universal heir and universal legatee, to pay all the debts, and she cannot, therefore, maintain this opposition, because she has not tendered the price paid at the sheriff's sale; and she does not represent any creditors of the succession; they being provided for by the sales and satisfied with the provision made for them.

8th. The opponent has failed to make necessary and proper parties.

Said defendants, Hewitt and Heron, for each of the foregoing reasons, object and except peremptorily to the right of opponent to implead them and to stand in judgment as plaintiffs; and for each of these reasons ask to have her opposition dismissed; and if in these several objections they are overruled, and only in that event, then they plead as an answer to the petition the answers heretofore filed, and rely on all the defences therein set forth, and pray for all the relief therein asked; and they say that all the slaves sold by the sheriff were included in the mortgage or the issue of the slaves mortgaged.

(Signed) J. H. ILSLEY & GARNETT DUNCAN,
Of Counsel for Hewitt & Heron.

Order, (*Exception of Hewitt & Heron fixed for Trial*).—9th of May, 1853.

BANK OF LA.
vs. } No. 4,297.
CHRIS. FORD.

On motion of Ilsley and Duncan, esqrs., of counsel for Hewitt and Heron, it is ordered that the exception this day filed by them be fixed for trial for Saturday, the 21st May, 1853, at 10 o'clock a. m., and that the opponent herein be notified thereof.

Order, (*Exceptions of Bank of La. et al. fixed for Trial*).—9th May, 1853.

BANK OF LA.
vs. } No. 4,297.
CHRIS'R FORD.

On motion of Ilsley and Duncan, esqs., of counsel for Hewitt and Heron, it is ordered that the exceptions filed herein by the Bank of Louisiana, and also the exception filed by the New Orleans Canal and Banking Co. be fixed for trial for Saturday, the 21st day of May, 1853, at 10 o'clock a. m., and that the opposite parties be notified hereof.

Notice of Trial.

STATE OF LOUISIANA,
Fifth District Court of New Orleans.

BANK OF LOUISIANA
vs. } No. 4,297.
CHRISTOPHER FORD.

To the Bank of La., New Orleans Canal and Banking Company, and Mrs. Louisa Ford:

Please to take notice that the exceptions in the above entitled case is fixed for trial on the 21st day of May, 1853.

(Signed) J. O. CHALON,
D'y Clerk.

Sheriff's Return.

Received May 13th, 1853, and on the same day served three copies of notices, as follows: Canal and Banking Co., at banking-house, with Julian Belly, clerk; W. W. Montgomery, pres't of the Bank of Louisiana, personally; and Louisa Ford, through her attorney, E. L. Goold, personally.

(Signed) A. DREUX,
D'y Sheriff.

Order, (*Opposition fixed for Trial*).—10th May, 1853.

BANK OF LA.
vs. } No. 4,297.
CHRISTOPHER FORD.

On motion of E. L. Goold, esq., of counsel for Mrs. Louisa Ford, opponent in this case, it is ordered that the opposition filed by her be fixed for trial for Saturday, the 21st May, 1853, at 10 o'clock a. m., and that the opposite parties be notified hereof.

Testimony on Exceptions of H. & H.—Filed 21st May, 1853.

Fifth District Court of New Orleans.

HEWITT & HERON
vs.
CHRISTOPHER FORD.

Testimony on the exception of Hewitt & Heron, taken this 21st May, 1853.

Hewitt and Heron offer in evidence a copy of the will of C. Ford, marked A; also a copy of the act passed before J. H. Van Dalson, not. public, and marked (No. 10.)

Also a copy of a procuration to John T. Jeter, passed before J. H. Van Dalson, on the 18th November, 1850, marked No. 11.

Also a copy of a deed of sale from Louisa W. Ford to Hewitt & Heron, marked No. 12.

Also a note of $1,000, by Hewitt & Heron, in favor of Louisa W. Ford, dated 11th April, 1851, now marked B.

Also the petition for seizure and sale, order, note and act of mortgage, with the endorsements thereon; the writ of seizure and sale, and sheriff's return thereon in this case; also the supplemental petition and order, the alias writ of seizure and sale, and sheriff's return thereon in this case, all filed.

Also the sheriff's deed of sale to Hewitt & Heron, now filed and marked No. 5.

Also the last deed of sale made by the sheriff, now filed and marked No. 6.

Also the receipt of the Canal Bank for one date, now filed and marked No. 7.

Also the testimony of Robert Maurin, taken in this court on the 20th November, 1852, commencing at page No. 9.

Also the testimony of J. L. Comstock, taken under commission, and on file in this court.

Also a plan referred to in the testimony under the letter A, and on file in this court.

Also the testimony of J. D. Nicholls, now filed and marked No. 17.

Also the testimony of Glendy Burke, filed in this case on the 23d December, 1852.

And also an argument, marked No. 2, and on file in this case.

Testimony of L. D. Nicholls, No. 17.—Filed 21st May, 1853.
Fifth District Court of New Orleans.

PRESIDENT, DIRECTORS & CO.
BANK OF LA.
vs.
CARISTOPHER FORD.
} No. 4,297.

On the opposition of Mrs. Ford, test., executrix of C. Ford, to the application of Hewitt & Heron for monition.

Interrogatories to be propounded to L. D. Nicholls, a witness on behalf of defendants in opposition, residing in Donaldsonville:

1st. What is your occupation or employment?

2d. If you are the keeper of the records, papers, and documents of the district court, parish of Ascension, please examine the same, and say what, if any, steps were ever taken by the testamentary executrix, after her appointment, in relation to the settlement of Christopher Ford's estate.

(Signed) ILSLEY & DUNCAN,
Atty's for Defendants.

It is agreed that the above interrogatories may be answered before any competent magistrate without a commission, and that no objection will be made for want of formalities, provided the depositions are sworn to. All legal objections reserved, and no cross-interrogatories.

(Signed) E. L. GOOLD.

Answers of L. D. Nicholls to the foregoing interrogatories:

To the 1st interrogatory. I am the clerk of the fourth district court, in and for the parish of Ascension, and as such, keeper of the records, papers, and documents of said court.

To the 2d int'y. I have examined the record in the matter of the estate of Christopher Ford, deceased, whose succession was opened in this parish. No steps whatever were taken by the testamentary executrix, Mrs. Louisa W. Ford, after her appointment, in relation to the settlement of the estate of said Chris. Ford, deceased. No inventory of the estate was ever made. On the 18th March, 1850, the will of Ford was admitted to probate, upon the petition of Mrs. Louisa W. Ford; and on the 12th April, 1850, letters of testamentary executrix issued in her favor, in conformity to the prayer of her petition, filed on the 8th April, 1850, and after the fulfilment of all legal formalities. These were the only steps taken in the matter.

(Signed) L. D. NICHOLLS.

Sworn to and subscribed before me, Ascension, this 1st Dec'r, 1852.

(Signed) P. G. DAMQUIEN,
Justice of the Peace.

3864

Testimony of Robert Maurin.—Filed 21st May, 1853.

Fifth District Court of New Orleans.

PRES'T, DIRECTORS & CO. BANK OF LA.
vs.
CHRIS'R FORD.
} No. 4,297.

On the application of Hewitt & Heron to homologate sheriff's sale; Mrs. C. Ford, testamentary executrix, opp'nt.

Interrogatories to be propounded to Mr. Robert Maurin, Theodule, Richard, and Charles Rock, witnesses on behalf of the defendants in the opposition, all of the parish of Ascension; also other witnesses there residing.

1st. Do you know the plantation in Ascension formerly owned by the estate of Christopher Ford; if so, how long have you known it?

2d. In whose possession is the said plantation now; how long has it been in their possession; what was the condition of the property when the present possessors took possession of it, and what is it now?

3d. If any improvements have been put on the said property by the present possessors, please state in what said improvements principally consist, and what is the value thereof at the very lowest estimate.

4th. State any fact or circumstance within your knowledge in relation to the matters in controversy in the present suit, as fully as if specially interrogated thereto.

(Signed) ILSLEY & DUNCAN,
Att'ys for Defendants.

Answer to 1st int'y. I know the plantation formerly owned by Chris'r Ford, and have known it for twenty years or more, and managed it a short time in the year eighteen hundred and forty-three, at that time the property of David A. Randall.

Answer to 2d. The said plantation is now in possession of Messrs. Hewitt & Heron; it has been in their possession since sold by the sheriff of Ascension parish last year, date not remembered by me, although present at the sale; at the time Messrs. Hewitt & Heron took possession it was in a very bad condition; sugar-house too small, bad old engine, very deficient negro quarters or cabins, not sufficiently drained; all the other buildings, dwelling-houses, &c., almost in ruins—very badly fenced; not more than seed-cane enough to half plant the plantation as it should be; the place bare of wood; and to drain, necessary to pass on the property of other persons; the plantation covered with coco grass. The property is now well fenced, well ditched, well stocked in cane in a high state of cultivation, and there has been built on it one of the largest sugar-houses in the State.

Ans. to int'y 3d. The place has been thoroughly ditched, fenced, sugar-house built, fine machinery put, consisting of fine cane engine, vacuum, engine, filters, &c., brick shed, coal-house, &c., &c.; negro cabins for the grinding. I estimate the improvements on the said plantation at forty thousand dollars, which was a necessary expenditure to make the plantation profitable.

(Signed) ROBERT MAURIN.

The opponent reserves all objections to this testimony and declines to cross-examine the witnesses.

(Signed) E. L. GOOLD.

Testimony of Theodule Richard.—Filed 21st May, 1853.

5th Cour de District Nouvelle Orleans.

PRESIDENT, DIRECTEURS DE LA
BANQUE DE LA LA.
contre
CHRISTOPHER FORD.

1st. J'ai comnee l'habitation de C. Ford pour plusiers arnnèes.

2d. L'habitation est maintenant en possession de James Hewitt et David Heron; ils en out en possession depuis la vente du sheriff en Fevrier, 1851. Lorquils en out pris possession e'etait dans un mauvais etat les bătisses étaient tous dé labrés, les barrieres bien mauvaises, les fossés mal creusés, et les egóuts imparfaits, la sueverie trop petite et par convenable pour l'habitation, pas des bois sur l'habitation, lé habitation remplie de eveo. Maintenant l'habitation est bien entouvée, de bonnes barrieres, les fosses sont bien creusés, et qui doit couter beaucoup d'argent, et las parfait de culture; une nouvelle sueniere a eté construite depuis, une des plus grande que je n'ai vere d'ans l'etat.

3d. L'habitation a recon beacoup d'ameliorations apius que Messrs. Hewitt & Heron l'ont; elle a eté par faitemant egoutie a tres grandes frais une nouvelle suerene de 425 pieds de long a'ete fatie depius, une nouvelle machine et moulin a suere, vacuum, paus, filters, hangard en briques pour les filters, hangard en bois pour les bauilloirs, superbe hangard pour cannes, cabines a negres a la suererie. Toŭtes les ameliorations valent a une estimation trĕs basse plus de quarañte mille piastres.

4th. Je suis carpentur, fabricant de suere. J'ai travaille pendant 20 ans sur les habitations a suere, ou j'ai en beaucoup d'experiences, c'est tout ce que je comais.

(Signé) THEODULE RICHARD.

Sworn to and subscribed before me at the parish of Ascension, this 1st December, A. D. 1852.

(Signed) P. G. DAMEQUIN,
Justice of the Peace.

Testimony of George May.—Filed 21st May, 1853.

Bank of La.
vs.
C. Ford.
No. 4,297.

5th District Court.

George May deposes, he resides in New Orleans, and is engaged in the business of buying and selling real estate and slaves, and making appraisements thereof, and is well acquainted with the value of real estate in New Orleans and its vicinity, and is well acquainted with the plantations as to their value along the Mississippi, as far down as Fort Jackson, and as far up as Point Coupee; has been in the neighborhood of the Bayou Lafourche several times during the past four or five years, and has been in the plantation of Mr. Barrow, and of Mr. Brandige, and several others in the vicinity.

I consider any land on the Lafourche under cultivation for plantation purposes, even within 5 or 10 miles of the mouth, worth fifty dollars an acre; the advantages of the location are superior; I consider slaves in a gang of ninety, for instance, if they are good slaves, worth six hundred dollars each, by averaging them.

It is admitted by Mrs. Ford, that the witness does not know the slaves in question in this suit.

(Signed) E. L. GOOLD.

Order (*continuance*).—21st May, 1853.

Bank of Louisiana
vs.
Christopher Ford.
No. 4,297.

The exceptions and opposition in this case came on this day for trial before the court—Goold and Roselius for opponent; Garnett Duncan for Hewitt and Heron; L. Peirce, for Bank of La., not present; Hunton and Bradford for New Orleans Canal and Banking Company, not present—when, after hearing testimony and argument of counsel, the further trial of this case is continued till Monday next, the 23d instant, at 10 o'clock a. m.

Exception of the New Orleans Canal and Banking Co. for 14*th Dec.*, 1852.—Filed nunc pro tunc 23d May, 1853.

Bank of La.
vs.
Christopher Ford.
On monition, &c.

Fifth District Court.

Now comes the New Orleans Canal and Banking Company, and excepts to the call in warranty of Hewitt and Heron, on the ground that it is not competent to said Hewitt and Heron to call these appearers in warranty, or to make them party to the case before the court in manner and form as by them attempted, and that appearers are not therefore bound to answer herein; and they pray judgment dismissing them accordingly.

(Signed) HUNTON & BRADFORD, *Atty's.*

It is agreed that this exception be filed as of the 14th Dec'ber, 1852, (nunc pro tunc.)

(Signed) GARNETT DUNCAN & J. H. ILSLEY.

Testimony.—Filed 23d May, 1853.

BANK OF LA.
vs.
CHRISTOPHER FORD.

Fifth District Court of New Orleans.

It is agreed by both parties in this case, that the testimony offered on the former trial of this case be now, and the same is, offered and received on the present trial of this case.

Alfred Boisblanc, deputy clerk, sworn for opponent, states: I drew up the writ of seizure and sale in this case; I did not write or send any notice to defendant to demand payment of the amount claimed by plaintiff in this case; it is never done by the clerk; I have issued many writs of seizure and sale directed to sheriffs of different parishes. I have never notified defendants.

T. O. Chalon, deputy clerk, sworn for opponent, states, it is the usual practice in the clerk's office of this court, that when seizure and sale issue directed to sheriffs of the different parishes, to give notice to the defendant, notifying him that a writ of seizure and sale *as* issued, and to describe the property in said notice.

Prosper Le Blanc, clerk, sworn for opponent. I have been clerk of this court since its organization; it has always been the practice of this court to accompany the writs of seizure and sale when addressed to a sheriff of another parish, with a notice to the defendants, stating that a writ of seizure and sale has been issued, and describing the property therein; previously I was a deputy clerk of this court, and I always issued the same notices in such cases. Hewitt and Heron offer in evidence an agreement now filed, this 23d May, 1853.

Agreement.—Filed 23d May, 1853.

BANK OF LOUISIANA
vs.
CHRISTOPHER FORD.

On the trial of the monition and opposition. It is agreed that the defendants in the opposition, Hewitt and Heron, may file at any time before judgment, the written testaments of Ewing Chapman and James W. Proffit, to prove that two of the slaves embraced in the second sale in said suit, to wit: George Henry is the child of Crecy, and that Beckey is the child of old Sylvie, which slaves, Crecy and Sylvia, were embraced in the first sale, and that said children were born after the date of the mortgage to the bank, under which the two sales were made, and that the said statement may be read in evidence as if adduced on the trial of this case.

(Signed) E. L. GOOLD,
For MRS. FORD.

Bill of Exceptions of Hewitt & Heron.—Filed 23d May, 1853.

BANK OF LOUISIANA
vs.
CHRISTOPHER FORD.

Mem.—When this cause was called on Saturday, Hewitt and Heron asked to take up and try their exception (including those filed on the 9th May, 1853) to the opposition, before trying the exceptions of the banks or the oppositions.

And the opponent by her counsel asked to go on to try the whole case on the opposition, to which Hewitt and Heron by their counsel objected.

And the court determined to go on first with the exceptions to the opposition, and said, after hearing the exceptions, the court would decide what step should next be taken, but that the court would go through the whole case.

And after the said Hewitt and Heron had read to the court on behalf of their exceptions the evidence set forth in the memorandum of evidence, and filed on 21st May, 1853, the opponent declined to offer evidence on the exceptions, but insisted on the right to go on and have the whole case heard and agreed together; Hewitt and Heron objected to that course, and insisted that they had a right to go on with the argument and trial of the exceptions, and asked the court to try and decide them first, and if they were overruled, to decide upon the exceptions of the banks, and allow them to be brought regularly before the court, before trying the opposition, and they asked the court to decide that the said exceptions of Hewitt and Heron were well taken, and should be sustained.

And the court decided that Hewitt and Heron should not be allowed to have argued and settled their exceptions, or the exceptions of the bank, before going into the trial of the opposition, and that the opponent should go on with the trial on the opposition on the merits before arguing and disposing of the exceptions; to all which opinions of the court the said Hewitt and Heron except, &c., and tender their bills of exceptions for signature, that the whole may appear of record.

By the Court.

The exceptions were first fixed for trial; then the opponent's counsel asked to have the opposition on its merits fixed for the same day, which was ordered and entered on the minutes. On the day fixed, the counsel for Hewitt, Heron & Co. insisted upon trying first the exceptions, which was opposed by opponent's counsel. The court permitted the exceptions to be tried first in order; and at the same time announced that it would hear the whole case—exceptions and merits. Whereupon the counsel of Hewitt, Heron & Co. first commenced with the exception.

(Signed) J. LIVINGSTON, *Judge*.

Order (*continuance*).—23d May, 1853.

BANK OF LOUISIANA
vs. } No. 4,297.
CHRISTOPHER FORD.

The opposition and exceptions in this case came on this day again for trial before the court—Goold and Roselius for opponent; G. Duncan and Ilsley for Hewitt and Heron; Hunton and Bradford for New Orleans Canal and Banking Company, not present; L. Peirce, for Bank of La., not present—when, after hearing testimony and argument of counsel, the further argument of this cause was continued until to-morrow morning, at half-past nine o'clock.

Statement of A. T. Steele.—Filed 24th May, 1853.

A. T. Steele says, he is an attorney at New Orleans, and that he has had a record sent to him for collection of anything he could against C. Ford's estate.

The record is the record and judgment of the circuit superior court of law and equity of Amelia county, Virginia, in favor of David Mabon, against Wm. G. Overton, Thos. J. Perkinson and John Bland.

This judgment is upon a bond, of which this is a substantial copy: On before the first day of next March, we, Christopher Ford, Thomas J. Perkinson, John Bland and Wm. G. Overton, do promise and bind ourselves to pay David Mabon three thousand five hundred dollars.

Witness our hands and seals, this fifteenth day of July, 1841.

CHRIS. FORD, [L. S.]
W. G. OVERTON, [L. S.]
T. J. PERKINSON, [L. S.]
JOHN BLAND. [L. S.]

The judgment against Overton, Perkinson and Bland on this obligation, was rendered in 1849, and it was paid by them 1850.

Order (*opposition, &c., submitted*).—24th May, 1853.

BANK OF LA.
vs. } No. 4,297.
CHRIS. FORD.

This cause came on again before the court for further argument—Goold and Roselius, for opponent; Ilsley and Duncan, for Hewitt and Heron; L. Peirce, for Bank of Louisiana, not present; Hunton and Bradford, for New Orleans Canal and Banking Company, not present—when, after hearing the closing argument on the part of opponent, the court took the same under consideration.

Reasons for Judgment.—Filed 1st June, 1853.

BANK OF LOUISIANA
vs.
CHRISTOPHER FORD.

On the eleventh Nov., 1845, Christopher Ford, then of Virginia, purchased from the Bank of Louisiana and from the New Orleans Canal and Banking Company, a certain plantation on Bayou Lafourche, containing thirteen and a half arpents front, &c., and another tract of land on the same bayou, containing thirteen arpents front, &c., with all the improvements, and twenty-eight slaves, for the price of $40,000: three thousand dollars cash; a portion of the balance in a bond of $14,509 15, drawn in favor of the New Orleans Canal Bank, payable one year after date, with eight per cent. interest; and for the balance, $22,490$\frac{85}{100}$, in seven notes, each for $3,212 97, in favor of the Bank of Louisiana, payable in one to seven years, at eight per cent. interest.

These payments were secured by mortgage on the said tracts and slaves, the purchaser, Ford, at the same time giving a mortgage on 68 other slaves, to be transported on said plantations. At the same time, the Bank of Louisiana loaned to Ford twelve thousand dollars, secured by mortgage on all of the above property. This loan became due one year after date. Ford, in this act of mortgage, permitted the bank to obtain an order of seizure and sale, and to sell at auction without appraisement, for cash, after thirty days' advertisement; and in the same act, Ford waived his privilege or right to be sued in any other district than the first judicial district, (now the 5th district court of New Orleans.)

This last bond not being paid, the Bank of Louisiana filed its petition Dec. 16th, 1850, asking for executory process, which was granted.

In November, 1849, Christopher Ford died, in California. He left an olographic will, which was admitted to probate in the parish of Ascension, on the 8th March, 1850. By this will he made his wife, Louisa P. Ford, sole heir and sole executrix. On her application, she was appointed executrix, and received her letters April 12th, 1850.

The petition for executory process was filed, as before stated, December 16th, 1850, after the death of Ford, and after the appointment of the executrix. The suit is entitled the Bank of Louisiana vs. Christopher Ford. The executory process was directed to the sheriff of the parish of Ascension. The sheriff, J. L. Comstock, returns as follows:

"Received the within process on the 17th day of December, 1850, and on the 18th day of the same month and year, executed said writ by seizing and taking into my possession the following described property, (here follows the description of plantation and slaves,) which property, after the legal delays and fulfilling all the formalities required by law, was, on Saturday, 1st February, 1851, adjudicated to James Hewitt and David Heron, for $66,000 cash."

On the 29th of April, 1852, Hewitt and Heron filed their petition for a monition, &c. To the homologation of this monition Mrs. Ford filed her opposition, and says that the court had no jurisdiction; that the waiver of appraisement and the right to be sued at the domicil was personal and not binding on her as executrix; that no legal notice of seizure was made; that no amicable demand was made; and that the banks claim more than is due.

Hewitt and Heron answer opposition, and aver that Mrs. Ford has no right to oppose, because she has sold and parted with the property, because she has confirmed the sale, and because she is estopped by her own acts of record, because she has no right or interest, and because she has not tendered the price paid by Hewitt and Heron for the property and improvements, asked that the bank be made parties.

The first question to be solved is: Had Mrs. Ford a right to oppose the homologation of the monition, &c.?

Mrs. Ford is testamentary executrix, universal legatee, and sole heir, by act before J. H. Van Dalson, notary public, 16th November, 1850. Mrs. Ford, for herself, heirs, and assigns, sold and transferred to John T. Jeter, of Jefferson parish, all and singular her rights, title, and interest in and to the succession of her late husband, which succession consists of landed property, slaves, bills, notes, &c., with a warranty of title only. This sale was made for five thousand dollars cash. Two days after, by act of procuration, in which she declared that she was universal legatee and sole heir, and that she had been legally recognised as the administratrix, &c., she appointed John T. Jeter her attorney in fact, general and special, to act for her as executrix, &c.

It is contended by Hewitt and Heron, that by the above act of sale, Mrs. Ford, as universal legatee and sole heir, sold to John T. Jeter the plantation and slaves in question; that this sale is binding upon her; that by said sale she accepted unconditionally the succession of her late husband; and that both she and John T. Jeter are liable for the debts of the succession.

This sale is of her interest in and to the succession.

It is not a sale of a specific piece of property, or of any particular slaves. The plantation is not described by metes or bounds.

The slaves are not named. She evidently sold only her interest, whatever it might be. It was a sale of a residue of the surplus, after the debts of the succession were paid. She has not by this act rendered herself bound personally for the debts of the succession; and neither is her vendee, Jeter, bound, by the acceptance of this sale, to pay the debts of the succession, for he bought only a right to a surplus. By such a sale, she did not accept the succession. To prove this, I have but to look at her power of attorney given to Jeter two days after this sale. By this act she appoints Jeter her attorney in fact, general and special. He is to act for her as executrix in all matters relating to the succession. This very act contemplates that her administration as executrix shall still be carried out; that all necessary and proper steps be taken to administer properly the succession. It negatives the idea that she had accepted unconditionally; it negatives the idea that she held herself forth as heir; it negatives the idea that Jeter bound himself to pay the debts; and it negatives the idea that Jeter purchased any specific property. Why continue the administration if she had accepted as heir? Why appoint an attorney to represent her as executrix if she was no longer executrix?

There was good reason in her absence from the State, why she should appoint Jeter her agent. He had purchased on uncertainty, a mere hope of gain, and he had a deep interest that the succession should be administered in such a manner that the mere hope of gain might be turned into a reality. I conclude then that she is still executrix, and as such, has a right to oppose.

Has she ratified the sale? It is in proof that Jeter attended the sale, and, the purchasers allege, as agent of Mrs. Ford; the sheriff says that Jeter bid $70,000; but not paying cash, the property was again offered and finally adjudicated to Hewitt and Heron.

Jeter was her agent, but it is not proved that he bid as her agent; and because he did bid, we are not to infer that he bid as agent; the more the property brought, the greater would be the surplus. It was his interest that the property should sell well. I have not been able to come to the conclusion that she is estopped by any act of her own, or of her agent. She has an interest and a right to oppose. Neither can she be required to make a tender. Whether she has received or not, depends on the validity of the sale; if valid, then she has in contemplation of the law received, and the purchasers cannot require her to pay; if invalid, then she has not received, for all payments made are invalid.

I do not consider it necessary to decide the question of the jurisdiction of this court, the waiver of domicil, the effect of the death of Ford, or of the possession of Peter Norwood, the overseer; for, if all these questions were decided in favor of Hewitt and Heron, there is still another question to be solved. Hence I will pass over the consideration of what rights and powers the 31st section of the charter of the Bank of Louisiana give to that bank.

The statute of 10th March, 1834, relates only to informalities in the decrees under which judicial sales are made, or in the proceedings connected with such sales. It extends only to matters of form, and does not operate on matters de hors the proceedings. 16 L., 490; 1 Annual, 46; 2d A., 206. Article 735, code practice, says, that in obtaining this order of seizure, it shall suffice to give three days' notice to the debtor. In 1st Robinson, 295, McDonogh vs. Fost, it was decided that the notice mentioned in article 735, Code of P., is not required to be given before the order of seizure and sale, but before the seizure is made.

The object of this notice is to give the debtor an opportunity of opposing the seizure by application to the judge. 2d Ann., 146, it is decided that the notice is in the nature of a notice of judgment. The decree ordering a seizure and sale is so far a judgment, that an appeal will lie from it. 6 Robinson, 192. Until the notice required by article 735 of the code of practice has been given and the time has elapsed, the order directing the seizure and sale is not a final judgment, and no executory proceedings can be had under it. 2d Ann., 509; 5 Ann., 737. In proceedings via execution, the creditor must bring himself within the letter of the law; all formalities must be strictly complied with. 2d Ann., 222, 270, 488, 552; 6 Robinson's, 192, and numerous other cases.

The law and decisions are clear that the notice must precede the seizure during the three days an appeal can be taken; after seizure no appeal; but the debtor must resort to some other remedy. It is the same as the ten days after the rendition of judgment in ordinary suits. If no appeal be taken within the ten days, a fi. fa. can issue; it is the delay that the law allows the debtor to examine into the proceedings to determine whether to appeal or not. His right of appeal cannot be denied him if he is in time. But the purchasers say that time was granted, because the sheriff did not advertise for several days after the seizure. In an ordinary suit, after the judgment becomes final, and the debtor has not within the delays taken an appeal, he cannot take a suspensive appeal, because the creditor has neglected to issue execution. The judgment in executory process is final after three days' notice; in ordinary cases, final after ten days. It is only during these delays that an appeal can be taken.

Now, no notice was given in this case; the sheriff received the executory process on the 17th December, and on the next day executed said writ by seizing and taking into his possession. The want of notice vitiates the sale. Messrs. Hewitt and Heron have called in the banks. They have excepted to the call; their exception should be maintained. A proceeding under the monition law is not in the nature of a petitory action. Nothing but forms of law are to be inquired into. The record proves that there are unpaid creditors of the succession of Ford. They act through the executrix. The record further shows, that Hewitt and Heron have expended large sums on the plantation. They must have an opportunity of showing their right to be reimbursed.

There must be a settlement of their claim, and also of the executrix's for fruits and revenues.

Many other questions were raised, which I have not had time to comment upon, after having come to the conclusion that the executrix had a right to oppose; I then considered the want of notice such a radical defect, that other questions were passed over. It is therefore adjudged, &c., &c.

Judgment.—Rendered 1st June, 1853.

BANK OF LOUISIANA vs. CHRISTOPHER FORD.	No. 4,297.

For the reasons this day filed, it is adjuged and decreed, that the adjudication made by the sheriff of the parish of Ascension, on the 1st February, 1851, under the 1st executory process in this case, to James Hewitt and David Heron, of the property described in the deed-book L, fol. 478, of this court, be declared null and void; and that the sale of the two slaves, under the alias writ of seizure and sale on the 6th of September, 1851, be annulled, and that the costs be paid by Hewitt and Heron. It is further decreed, that a writ of possession shall not issue herein until a final adjustment of all claims of Messrs. Hewitt and Heron for improvements and expenditures, as well as the claim of the executrix for fruits and revenues and other claims, the court not pretending to determine upon the nature, extent or character of the claims which may be urged by either party; and it is further understood, that this judgment shall not in any respects prejudice the claims Messrs. Hewitt and Heron may have against the Bank of La. and the New Orleans Canal and Banking Company.

Judgment rendered 1st June, 1853; signed 11th June, 1853.
(Signed) J. LIVINGSTON, *Judge.*

Order (*Rule for new trial*).—4th June, 1853.

BANK OF LA. vs. CHRISTOPHER FORD.	No. 4,297.

This day came Hewitt and Heron, and filed causes for a new trial, and on their motion by their counsel, Garnett Duncan and J. H. Ilsley, it is ordered that the opponent and all other parties show cause on Friday, 10th day of June, 1853, at 10 o'clock a. m., why a new trial should not be granted on the grounds on file.

Sheriff's Return.

Rec'd June 7th, 1853, and on the same day served two copies of rule as follows: N. Orleans and Banking Company, through its att'y, L. Hunton, personally; Mrs. Ford thro' her attorney, E. L. Goold, personally; and on the 8th of same month, served copy of rule at the banking-house of the Bank of La., with R. M. Davis, cashier.

(Signed) A. DREUX, *Dy. Sff.*

Causes and grounds for asking a new Trial.—Filed 4th June, 1853.

5th District Court of Louisiana.

BANK OF LOUISIANA
vs.
C. FORD.

James Hewitt and D. Heron, defendants to the opposition of Mrs. L. Ford, ask a new trial of this case, because—

1st. The court erred in not deciding upon the exceptions before going into the trial of the opposition.

2d. The court erred in not bringing the banks before the court, as requested by Hewitt and Heron.

3d. Because the court erred in not sustaining each of the exceptions filed by Hewitt and Heron.

4th. Because the judgment rendered is contrary to law and contrary to evidence.

5th. Because the court erred in not giving judgment against opponent for the purchase money and improvements.

5. The court erred in allowing opponent to be heard in opposition without tendering the purchase money and the value of the improvements, and without her bringing the banks before the court.

6. The opponent was estopped from opposing upon the several grounds set forth in the amended exceptions, and in the answer, and because she confirmed the sale.

7. The court has erred in each and every opinion, judgment, and order taken in the cause to the prejudice of Hewitt and Heron, and in not trying the reconventional demands set up in the answer to the opposition.

(Signed) GARNETT DUNCAN,
For self and J. H. ILSLEY, of counsel for Hewitt and Heron.

Order refusing new Trial.—10th June, 1853.

BANK OF LA.
vs. No. 4,297.
CHRIS. FORD.

The rule taken herein for a new trial came on this day, when, on motion of Garnett Duncan, esq., of counsel for Hewitt and Heron, said rule was submitted to the court; and the court considering the same, order that said motion be overruled and a new trial refused.

Order granting Appeal.—11th June, 1853.

BANK OF LA.
vs.
CHRIS. FORD.
Opposition of Mrs. Ford to monition.
} No. 4,297.

On motion of Garnett Duncan and J. H. Ilsley, esqr's, of counsel for Hewitt and Heron, and on furnishing a bond for the sum of ($500) five hundred dollars, with good and sufficient security, and conditioned as the law directs, and with the consent of counsel for opponent, it is ordered that an appeal be allowed in this case, returnable to the Supreme Court on the 1st Monday in November next.

Appeal Bond.—Filed 11th June, 1853.

Know all men by these presents, that we, James Hewitt and David Heron and Garnett Duncan, are held and firmly bound unto the Bank of Louisiana, and the New Orleans Canal and Banking Company, and Mrs. Louisa W. Ford, testamentary executrix and universal heir of C. Ford, deceased, and to their and each of their successors, executors, administrators and assigns, in the sum of five hundred dollars, for the payment whereof we bind ourselves, our heirs, executors and administrators, firmly by these presents; sealed with our seals, and dated in the city of New Orleans, on this eleventh day of June, in the year of our Lord one thousand eight hundred and fifty-three.

Whereas the above bounden Hewitt and Heron this day appealed from a final judgment rendered against them in the suit of the Bank of La. vs. C. Ford, on monition and opposition and reconvention and call in warranty therein, in the 5th district court of New Orleans, on the 1st day of June, 1853, and signed this day:

Now, the condition of the above obligation is such, that the above bound James Hewitt and D. Heron shall prosecute their appeal, and shall satisfy whatever judgment may be rendered against them, or that the same shall be satisfied by the proceeds of the sale of their estate, real or personal, if they be cast in the appeal; otherwise that the said Garnett Duncan, their surety, shall be liable in their place.

(Signed) JAMES HEWITT,
By GARNETT DUNCAN. [L. S.]
(Signed) D. HERON,
By GARNETT DUNCAN. [L. S.]
(Signed) GARNETT DUNCAN. [L. S.]

Signed, sealed, and delivered in the presence of—

Notice of Seizure annexed to a copy of Sup'l Pe'n.

Fifth District Court of New Orleans.

PRESIDENT, DIRECTORS AND COMPANY OF BANK OF LA. vs. CHRIS. FORD.	No. 4,297.

The State of Louisiana to Christopher Ford, of the parish of Ascension:

SIR: You are hereby notified that, by virtue of an alias writ of seizure and sale to me directed by the hon. the fifth district court of New Orleans, in the above entitled and numbered suit, I have this day seized as your property the following four slaves, to wit: Sarah Randall, a negro girl aged about 55 years; Beckey or Beebe See, aged 5 years; George Henry, aged 5 years; and Betty, aged 5 years.

And you are further notified, that if the sum of twelve thousand dollars, with interest thereon, at the rate of eight per cent. per annum, from the eleventh day of Nov., 1846, until final payment, be not paid into my hands at my office, in the town of Donaldsonville, within three days from the service of this notice, I will then proceed to advertise and sell said slaves as the law directs, to satisfy said judgment, &c.

Parish of Ascension, March 20th, 1851.

(Signed) J. L. COMSTOCK,
Sheriff.

Notice to appoint Appraisers.

Fifth District Court of New Orleans—The State of Louisiana.

THE PRESIDENT, DIRECTORS & Co. OF BANK OF LOUISIANA vs. CHRISTOPHER FORD.	No. 4,297.

To C. Ford, of the parish of Jefferson:

You are hereby notified to appoint an appraiser, and appear at my office, in the town of Donaldsonville, on Thursday, the third of July, 1851, at ten o'clock a. m., for the purpose of appraising the property seized in the above entitled and numbered suit.

Parish of Ascension, June 13th, 1851.

(Signed) J. L. COMSTOCK,
Sheriff.

State of Louisiana, Fifth District Court of N. Orleans.

I hereby certify that the foregoing one hundred and eighty-one pages do contain a transcript of all the proceedings as well as of all the documents filed, and all the testimony adduced on the trial of the opposition of Mrs. Louisa W. Ford, testamentary executrix,

&c., of Christopher Ford, deceased, to the monition sued out by James Hewitt and D. Heron, and on the trial of the exceptions filed by said Hewitt and Heron to said opposition, as well as of the exceptions of the Bank of Louisiana and New Orleans Canal and Banking Company to the call in warranty of said Hewitt and Heron in the cause wherein the President, Directors & Co. of the Bank of Louisiana are plaintiffs, and the said Cristopher Ford is defendant, instituted in this court, and now on the records thereof, under the number 4,297.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court, at the city of New Orleans, on this twenty-ninth day of June, in the year of our Lord one thousand eight hundred and fifty-three, and in the seventy-seventh year of the independence of the United States of America.

[SEAL.]

P. LE BLANC, *Clerk.*

BANK OF LOUISIANA
vs.
FORD.

Hewitt and Heron *an* the bona fide purchasers at judicial sale of a plantation and slaves; the sale was effected at the instance of a mortgage creditor. The price at which it was adjudicated was $66,000, which appears to have been a fair one. This price has been paid to the mortgage creditors, and the purchasers having gone into possession, have expended a large amount of money, say $40,000, in improvements of the estate. No one objects to this sale but Mrs. Ford in her capacity of testamentary executrix, and her opposition rests upon alleged informalities in the proceedings. The only which we deem it necessary to direct our attention is, whether, under the circumstances, Mrs. Ford, in her capacity of executrix, should be made to question the regularity of this sale. Her husband, Ford, the mortgage debtor, died, leaving a will by which he made Mrs. Ford his sole universal legatee, and appointed her executrix, but without giving her seizing as such. She had the will probated, and received letters in April, 1850, but took no other judicial proceedings, not even making an inventory, and has left the State permanently. As heir, she took possession of the estate, and in November, 1850, sold to one Jeter her interest as heir for $5,000, she warranting the title of all the property, and he covenanting with her to pay all the debts. On the same day, in her capacity of sole heir and executrix, she gave him a full power of attorney to administer, sell, and dispose of all the property of the succession. Soon afterwards the Bank of Louisiana took out an order of seizure and sale on its mortgage, and the property was adjudicated at sheriff's sale to Jeter for $70,000; but he not complying with the terms of his bid, it was adjudicated to Hewitt and

Heron for $66,000, who settled with the mortgage creditors, and went into possession as above stated. It does not appear that the succession is insolvent, and the debts to unpaid creditors appear to amount to not more than $4,000. None of them are personally parties to this controversy, nor does the evidence satisfy us that their interests would be promoted by opening the sales.

Under these circumstances, we think it inequitable to permit this sale to be questioned by the executrix, whom we consider as merely attempting to aid Jeter, her vendee and agent, in a speculation at the expense of these bona fide purchasers, under the guise of representing a small minority of the creditors whom she personally and Jeter are bound to pay. It is obvious, under the facts above stated, that neither of them, Jeter and Mrs. Ford, would be permitted personally to question the sale on the scorce of the alleged informalities.

It is therefore decreed, that the judgment of the district court upon the opposition of said Louisa Ford, testamentary executrix of Chris. Ford's will, be renounced, and that said opposition be dismissed, the costs thereof in both courts to be paid by said opponents, this decree being made without prejudice to the rights of creditors of said succession, if any they have, to me, for the succession of said judicial sale.

Supplemental Petition and Prayor for Jury.—Filed 25th Feb'y, 1856.

To the Hon. the Judges of the U. S. Circuit Court for the eastern district of Louisiana.

The answer of the defendants, Hewitt and Heron, by way of supplemental to that now on file, and with leave of court first had and obtained, prays for trial by jury, and to be hence dismissed with their costs.

GEO. EUSTIS.

Service accepted.

A. T. STEELE, *Att'y.*

Minutes November Term, 1856.

New Orleans, Wednesday, 19th Nov'r, A. D. 1856.—Court met pursuant to adjournment; present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

JNO. T. JETER
vs. } 2,341.
HEWITT & HERON.

On motion of George Eustis, esq., of counsel for defendants, and on suggesting to the court the death of David Heron, one of the defendants herein, it is ordered that this cause be continued.

Amended Petition.—Filed 3d April, 1857.

To the honorable the judges of the circuit court of the United States for the eastern district of Louisiana:

The amended petition of John T. Jeter, a citizen of the State of Louisiana, respectfully shows:

That since the filing of their original petition herein, James Hewitt, one of the defendants, a citizen of the State of New York, has purchased from David Heron, the other defendant herein, his interest in the property in controversy, and has received possession thereof, as will be shown upon the trial.

The premises considered, your petitioner prays that James Hewitt be cited to answer this suit, as only defendant, and that there be a judgment rendered against him as sole defendant for all the property and all the revenues as claimed in the original petition, and for general relief; and, as in duty, &c., petitioner will ever pray.

ALEX. T. STEELE.

Order.

(Endorsed:) Let this supplemental petition be filed.

(Signed) THEO. H. McCALEB, *U. S. Judge.*

Supplemental Petition.—Filed May 1st, 1857.

United States Circuit Court, eastern district of Louisiana.

JOHN T. JETER
vs.
HEWITT & HERON.

To the honorable the judges of the circuit court of the United States for the eastern district of Louisiana:

The supplemental petition of John T. Jeter, a citizen of the State of Louisiana, plaintiff in the suit above styled, respectfully shows:

That the defendant, David Heron, died about the month of August, 1856; that he left surviving him a widow, Mrs. Melville Heron, who was his partner in community, and a daughter, Mrs. Mary Conrad, the widow of Conrad, who is his only living descendant, who are his only legal heirs, and that both of them are citizens of Kentucky.

The premises considered, your petitioner prays that they be cited as parties defendant in this suit, and after due proceedings, that the same judgment be rendered against them which was as in their original petition against the defendant, David Heron, and for general relief.

ALEX. T. STEELE, *Att'y.*

Supplemental Answer.—Filed May 1st, 1857.

United States Circuit Court, eastern district of Louisiana.

JOHN T. JETER
vs.
HEWITT & HERON.

And now into this honorable court come Mrs. Melville Heron, widow of the late David Heron, and Mrs. Mary Conrad, citizens of Kentucky—the first, widow in community of David Heron, and the last his sole legal heir—who for answer to the supplemental petition in said suit filed by John Jeter say, that they adopt, plead, and make their own, all the allegations and averments in the original answer by the original defendants, James Hewitt and David Heron, filed.

And these respondents pray for judgment and relief in said suit, in the manner and form as prayed for in the said original answer, and for general relief.

EUSTIS & ILSLEY,
Att'ys for Def'ts.

Agreement of Counsel.—Filed 1st May, 1857.

JOHN T. JETER
vs.
HEWITT & HERON.
Before the United States Circuit Court.

We agree that any of the depositions or statements of the testimony of witnesses taken upon the trial of the opposition of Mrs. Louisa W. Ford to the homologation of the monition of Hewitt & Heron, taken out in the case of the Bank of Louisiana vs. Christopher Ford, in the 5th district court of New Orleans, may be used as evidence in this case, except the testimony of J. L. Comstock, Dr. Johnson, Ewing Chapman, Oscar Ayrand, and Theodore Ayrand, subject to only such objections as if it had been properly and legally taken, after due notice, before a commissioner; and that the record of the pleadings, mesne and final process, oppositions and answers, judgments, without a copy of the evidence, may be admitted as evidence in this case, as a full and complete transcript of the case of Bank of La. vs. C. Ford.

Ford died in California in 1849. Transcript of record from supr. court *court* may be used. The questions as to the amount of payments and improvements made by defendants, as well as the rents and profits and value of movables, are reserved, the said defendants being at liberty to urge the same in support of their title.

The parties not to be ruled to trial *to trial* before return of execution of commissions at this time unexecuted.

(Signed) ALEX. STEELE,
For the Pl'ff.

(Signed) GEO. EUSTIS,
For Def'ts.

Document marked A, referred to in the Opinion of the Court.

JOHN T. JETER
vs.
HEWITT & HERON.

We ask from the court an expression of opinion as to following points:

1st. Whether the sale of the property of a man who is dead, by a proceeding against him alone, without making his heirs party, can convey any title?

2d. Whether a sale by executory process, even of property of a man who is living, can be made without first giving a citation or notice of judgment and an opportunity to appear and oppose the sale of his property?

3d. Whether the 5th district court of New Orleans had any jurisdiction to render a judgment by executory process against property in Ascension parish, by reason of the waiver by Ford of his right to be sued at his domicil, or where the property was found; or whether that waiver was not purely personal?

4th. Whether, if the proceedings are considered to have been in rem, a court in New Orleans could render a judgment against a thing in Ascension parish?

5th. Whether, if these defects are sufficient to invalidate the sale to Hewitt & Heron, the judgment on the monition could or did cure them?

6th. Whether the judgments referred to by the defendant sustain their plea of res judicata, and preclude us from examining the defects of the sale?

7th. Whether we are not entitled to a judgment for all the property not named in the order of seizure and sale, and petition, in the case of the Bank of Louisiana vs. C. Ford, notwithstanding the description of such property in the sheriff's return on the writ?

8th. Whether the second sale of negroes was not void, by reason of the fact of the payment of the debt by the 1st sale, as well as by the other reasons given, ($66,000 certainly paying $12,000?)

9th. Whether John T. Jeter is estopped by any of the facts proved in the testimony; and if so, by what facts?

10th. Whether the fact of Jeter's own ignorance of the defects of the sale; of his forbidding the sale before the adjudication to Hewitt & Heron; of the determination of Hewitt & Heron to bring the property made before the day of sale; and the fact that Jeter was evidently acting in the most perfect good faith towards all persons, do not prevent any estoppel by reason of any of the facts proved?

(Signed) ALEX. T. STEELE,
PIERRE SOULÉ,
Of Counsel.

Document marked (B), referred to in the opinion of the court.

JETER }
vs. }
HEWITT. }

We ask an expression of opinion:

1st. Whether the sale of the property of a man who is dead, by a proceeding against him alone without making his heirs party, can convey any title?

2d. Whether a sale by executory process, even of the property of a living man, can be made without first giving a notice, citation or notice of judgment, and an opportunity to appear and oppose the sale of his property?

3d. Whether the 5th district court of New Orleans had any jurisdiction to render a judgment by executory process against property in Ascension parish by reason of the waiver of Ford's right to be sued at his domicil, or where the property was found, or whether that waiver was not purely personal?

4th. Whether if the proceedings are considered to have been in rem, whether a court in New Orleans could render a judgment against a thing in Ascension parish?

5th. Whether if these defects are sufficient to invalidate the sale to Hewitt and Heron, the judgment on the monition cured those defects?

6th. Whether the judgments referred to by the defendants sustain their plea of res judicata, and preclude us from examining the defects?

7th. Whether we are not entitled to a judgment for all the property not named in the order of seizure and sale, and petition, in the case of Bank of Louisiana vs. Ford, notwithstanding the description of such property in the sheriff's return?

8. Whether the second sale of negroes was not void by reason of the fact that a payment of the whole debt was made by the first sale, ($66,000, certainly covering $12,000, and five years' interest?)

9th. Whether John T. Jeter is estopped by any of the facts proved in the testimony, and by what facts he is estopped?

10th. Whether the fact of Jeter's own ignorance of the defects of this sale, of his forbidding the sale before the adjudication to Hewitt and Heron, of the determination of Hewitt and Heron to buy this property made before the day of sale, and the fact that Jeter was evidently acting in the most perfect good faith, do not prevent any estoppel by reason of the facts which are proved?

(Signed) ALEX. T. STEELE,
(") PIERRE SOULÉ.

Minutes April Term, A. D. 1857.

New Orleans, Friday, 1st May, A. D. 1857.—Court met pursuant to adjournment: present, Hon. Theo. H. McCaleb, district judge; absent, J. A. Campbell, presiding judge.

JOHN T. JETER
vs. } 2,341.
HEWITT AND HERON.

By consent of counsel trial by jury in this case is waived, and thereupon the same was taken up before the court, and argued by A. T. Steele and Pierre Soulé, esq's, on part of the plaintiff, and by Geo. Eustis and Illsley, esq's, on part of the defendants, and was then submitted to the court, and taken under advisement.

Plaintiff's Evidence No. 1.—*Sale by Bank of Loui'na to C. Ford' 11th Nov'r,* 1845.

STATE OF LOUISIANA,
City of New Orleans.

Be it known, that this day, before me, William Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and qualified, personally came and appeared Benjamin Story, of this city, president of the Bank of Louisiana, and herein acting in his capacity as such by virtue of two certain resolutions passed by the President, Directors & Company of the said Bank of Louisiana—one on the twenty-third day of October, and the other on the thirtieth day of October last past—copies of which resolutions are annexed in the margin hereof for reference; and with him also came and appeared Glendy Burke, of this city, president of the New Orleans Canal and Banking Company, and herein acting in his capacity as such by virtue of a resolution passed by the President, Directors & Company of the said New Orleans Canal and Banking Company on the twenty-ninth day of October last past; which said appearers declared that, for the consideration hereinafter expressed, they do by these present, in their capacity aforesaid, grant, bargain, sell, convey, transfer, assign, and set over, with all legal warranties, unto Christopher Ford, of Amelia county, State of Virginia, here present, accepting and purchasing for himself, his heirs and assigns, and acknowledging delivery and possession thereof, the hereinafter described property and slaves, to wit:

First. A certain plantation or tract of land, situate on the left bank of Bayou Lafourche, about three miles below Donaldsonville, parish of Ascension, in this State, containing thirteen and a half arpents front on said bayou, and having such depth as thereto belongs, bounded on the lower side by the lands of Barthole Minson, and on the other side by the lands of Belthazar Alemain.

Second. A certain other tract of land, also situate on the left bank of the said Bayou Lafourche, about three miles from the Mississippi river, measuring thirteen arpents front on said bayou, by an irregular depth from twenty to thirty arpents, bounded above by the lands of Joseph Caballero, and below by the lands of the said Balthazar Aleman, together with all the buildings and improvements, stock, farming utensils, supplies, &c., to the said premises belonging or in anywise appertaining; also the following named and described slaves, at this time employed and belonging to the said premises, to wit:

Names.	Ages.	Color.	Names.	Ages.	Color.
Jack	19		Hannah	65	
Nathan	19		Julia	65	
Hanover	20		Anne	15	
Randal	45		Martha	22	
Jas	35		Lutitia	3	
Jack	35		Ralph	1	
Richard	22		Sarah		
Brown	45		Louisa	8	
Squire	35		Henry	3	
Elijah	23		Mary	2	
Cæsar	35		Susan	3	
Charles	22		Aglare	8	
Mary Ann	50		Caroline	10	
Virginia	16		William	20	

Total number of slaves, twenty-eight. Which said property and slaves were purchased by the present vendors, at a sale thereof made by the sheriff of the said parish of Ascension, on the fourth day of October last past, the same having been seized under four several writs—one issued out of the first judicial district court, and the other three out of the second judicial district court of this State, in the following named suits, to wit: The President, Directors and Company of the Bank of Louisiana versus David R. Randal, in the said first judicial district court, No. 24,213; The same vs. the same, in the said second judicial district court, No. 1,231; The New Orleans Canal and Banking Company vs. The same, in the said last mentioned court, No. 1,249, and the same vs. the same, in the said last mentioned court, No. 1,250:

To have and to hold the said premises and slaves, rights, privileges, &c., unto the said purchaser, his heirs and assigns, forever; and the said vendors, in their said capacity, the said premises and slaves, rights, privileges, &c., herein conveyed to the said purchaser, his heirs and assigns, shall and will warrant, and forever

3874

defend against all legal claims and demands whatsoever and the said vendors, in their said capacity, do moreover transfer unto the said purchaser all and singular the rights and actions of warranty to which they now are or may be entitled, against any and all of the former owners of the premises and slaves herein conveyed, hereby subrogating the said purchaser in and to the said rights and actions, to be by him enjoyed and exercised in the same manner as they might have been by the said vendors.

This sale is made for and in consideration of the sum of forty thousand dollars, which has been paid in manner following, to wit: three thousand dollars in ready money; and in liquidation of a portion of the balance, the said purchaser has delivered his bond or obligation for the sum of fourteen thousand five hundred and nine $\frac{15}{100}$ dollars—drawn in favor of the President, Directors and Company of the said New Orleans Canal and Banking Company, dated this day, and made payable at the banking-house of the said company in this city, one year after date, and bearing interest on the face thereof at the rate of eight per cent. per annum from date until final payment. And in further and final liquidation of the remaining balance thereof—say twenty-two thousand four hundred and ninety $\frac{85}{100}$ dollars—the said purchaser has furnished his seven promissory notes for the sum of thirty-two hundred and twelve dollars ninety-seven and $\frac{6}{7}$ cents each, drawn in favor of the President, Directors and Company of the said Bank of Louisiana, dated this day, and made payable respectively in one to seven years after date, and bearing interest on the face thereof at the rate of eight per cent. per annum from date until final payment; which said notes and bond or obligation, after having been paraphed by me, notary, to identify them with this act, were delivered to the said Story and Burke respectively, who hereby acknowledge the receipt thereof, as well as of the said ready money. And in order to secure the punctual payment of the aforesaid bond or obligation and notes at maturity, and the eventual interest thereon, the said purchaser hereby specially mortgages unto the said vendors the hereinbefore described and sold premises, slaves and property, as well as sixty-eight other slaves, which are now in the parish of East Feliciana, in this State, and which are immediately to be transferred to the aforesaid premises, which slaves are of the names and description following, to wit:

Names.	Ages.	Color.	Names.	Ages.	Color.
George Chunk..	35	Black.	William.........	3	Griff.
Terry	54	“	Kitty............	10	“
Daniel............	30	“	Albert	2	“
Lucy....	20	“	Harry S.........	22	“
Lewis	1	“	Ben Bond......	60	“
Charlotte.........	28	“	Cassandra.......	55	“
Jim...............	7	“	Susan B.........	13	“
Sydney..........	3	“	John B..........	26	“
Lyddy	2	“	Sarah	25	“
Sylvester.........	5	“	Ben Bond, jr...	25	“
Elizabeth	6 mos.	“	Satina...........	22	“
Harry Byrne....	40	“	Shadrack........	1	“
Carter............	45	“	Robert Woods.	29	Black.
Sarah....	25	“	Cassey	32	“
Winney	7	“	Bill..............	11	“
James............	5	“	Amanda.........	3	“
Squire	3	“	Patsey	3 mos	“
Harrison	2	“	Sylvia Briscoe.	36	“
Davy Skinner...	60	“	Bill Briscoe.....	14	“
Crecy	26	Griff.	Frank...........	13	“
Crecy's child....	Infant.	“	Maria	10	“
Mary Skinner...	50	“	Georgiana	3	“
George S.........	16	“	Virginia.........	4	“
Henry Woods...	30	“	Moses Wood...	40	Yellow.
Grace S...........	5	“	Maria Wood...	35	“
Bill Martin......	25	“	Nick	12	“
Minta............	22	“	Dolly	10	“
Thomas	7	“	Sylvia...........	7	“
Mary.............	4	“	Sarah	5	“
Calvert	3	Yellow.	Missouri.........	2	“
Charlotte.........	13	“	Mary	11	“
Emma	9	“	Fanny	25	Black.
John............	16	Bl'k.	Matilda..........	6	“
Rachel...........	3	“	Louisa..........	1	“

The said purchaser promising not to alienate, deteriorate, or encumber the aforesaid property and slaves, or any portion thereof, to the prejudice of this mortgage. It being well understood and agreed to, by and between all the said parties, that this mortgage is to be concurrent with, and is to have no privilege or preference over the one to be this day given by the said purchaser, to the said President, Directors and Company of the Bank of Louisiana, on the whole of the above described lands, property, and slaves, to receive the payment of a loan for twelve thousand dollars made to him by the said institution, so far as the said institution is concerned, even in case one of said mortgages should be recorded before the other; but this arrangement is not to effect the rights and privileges of the said New Orleans Canal and Banking Company, whose mortgage to secure the said bond or obligation for the sum of $\$14{,}509\,\frac{15}{100}$ held by them as aforesaid, is to be and remain concurrent with the one now being given to the said Bank of Louisiana, and is to hold its place and preference over that to be given to the said President, Directors and Company of the Bank of Louisiana to secure the said loan of twelve thousand dollars.

And here personally came and appeared Felix Huston, of Adams county, State of Mississippi, who, intervening in these presents, and after having read what is above written, declared that, whereas the said last described and mortgaged sixty-eight slaves had been mortgaged through him, as agent, to Mary E. Huston, his wife, by the said Ford, to secure the payment of his two several promissory notes, drawn in favor of the said Mrs. Mary E. Huston—one for the sum of twenty-one hundred and ninety-three dollars and thirty-seven cents, and the other for the sum of eight thousand seven hundred and thirteen dollars and thirty-seven cents—both dated Natchez, 3d February, 1845, and made payable at the Bank of Louisiana in this city, on the 3d February, 1846, which mortgage has been duly recorded in the said parish of East Feliciana; and whereas the said two notes have been paid in anticipation, as well as the interest due thereon:

Now, therefore, the said appearer moreover declared that, in consideration of the payment aforesaid, he does, by these presents, in his capacity of agent, as aforesaid, cancel and annul the mortgage aforesaid, and fully authorizes and requires the recorder of mortgages for the said parish of East Feliciana to erase the same from his books.

And I, said notary, do declare and certify that the said two notes were produced by the said Ford, and cancelled in my presence, and in that of the undersigned witnesses.

And it is moreover understood and agreed to, by and between the said parties, that although the said obligation in favor of the New Orleans Canal and Banking Company is made payable one year after date, yet the said Ford (as per agreement) has the privilege of extinguishing the same, and the interest to accrue thereon, by seven annual payments, to be made at the end of each and every year, from one to seven years. And here the said purchaser declared that he dispensed with the production of a certificate from the recorder of mortgages for the said parish of Ascension, showing the mortgages, if any, upon the said property and slaves, and to be annexed to this act, as required by article 3,328 of the civil code of this State.

Thus done and passed in my office, at the said city of New Orleans, in the presence of William H. Christy and Henry Rareshide, witnesses of lawful age, and domiciliated in this city, who hereunto sign their names, together with the said appearers, and me, said notary, on this eleventh day of November, eighteen hundred and forty-five.

Original signed: Christo'r Ford; Benjamin Story, Pres't; G. Burke, Pres't; Felix Huston; H. Rareshide; Wm. H. Christy; Wm. Christy, Not. Pub.

I certify the foregoing to be a true copy of the original act passed in my office, before William Christy, esq., late a notary.

In faith whereof, I grant these presents under my signature and the impress of my seal of office, at New Orleans, this 16th day of April, 1851.

(Signed) THEODORE O. STARKE,
Not. Pub.

Plaintiff's Evidence No. 2.

Petition for Probate of Will, Parish of Ascension.

Succession of Christopher Ford.
Petition for probate of will filed 18th March, 1850.
(Signed) L. D. NICHOLLS, *Clerk.*

PARISH OF ASCENSION,
State of Louisiana.

To the Hon. Albert Duffel, Judge of the Fourth Judicial District, State of Louisiana:

Mrs. Louisa W. Ford, widow and relict of Christopher Ford, dec'd, presents the olographic will of Christopher Ford, deceased, the same being a sealed packet with the seals unbroken, and endorsed on the envelope as left to the care of petitioner.

Your petitioner prays that the said will may be opened according to law.

(Signed) LOUISA W. FORD.
By F. HUNTON, *Att'y, &c.*

Will marked (A.)

Filed 18th March, 1850.
(Signed) L. D. NICHOLLS, *Clerk.*

Ne varietur. Ascension, 18th March, 1850.
(Signed) L. D. NICHOLLS, *Clerk.*

The olographic will of Christopher Ford, of the parish of Ascension, State of Louisiana, made at New Orleans the 22d day of August, 1849, to the care of his wife, Louisa W. Ford.
(Signed) CHRISTOPHER FORD.

Ne varietur. Ascension, 18th March, 1850.
(Signed) L. D. NICHOLLS, *Clerk.*

In the name of God, amen. I, Christopher Ford, of the parish of Ascension, State of Louisiana, being of a sound and disposing mind, do this day make and ordain this my last will and testament.

In the first place, I desire all my just debts to be paid, desiring, however, that the Bank of Louisiana and the Canal and Banking Company of Louisiana extend to my wife, Louisa W. Ford, the privilege of endeavoring, by working the plantation and negroes on it, to discharge the indebtedness of the place to them.

In the second place, I desire and make my wife, Louisa W. Ford, sole heir of all I possess.

In the third place, I hereby constitute and appoint her, Louisa W. Ford, sole executrix, and do require that no bond or obligation be taken of her for the fulfilment of said office. Signed this 2d day of August, 1849.

(Signed) CHRISTOPHER FORD.

Ne varietur. Ascension, 18th March, 1850.
(Signed) L. D. NICHOLLS, *Clerk.*

Order for Probate.

On reading the within petition, it is ordered that the sealed packet marked A, purporting to be the olographic will of Christopher Ford, late of the parish of Ascension, deceased, be opened according to law, at my office, at the court-house in the town of Donaldsonville, on this day, at three o'clock p. m., and thereafter, that due proof thereof be made according to law.

Ascension, 18th March, 1850.
(Signed) L. D. NICHOLLS, *Clerk.*

Process Verbal of Probate.

UNITED STATES OF AMERICA,
State of Louisiana, Parish of Ascension.

Be it remembered that on this, the eighteenth day of March, in the year of our Lord one thousand eight hundred and fifty, by virtue of an order from the honorable the fourth judicial district court in and for the parish of Ascension, rendered on this day, in the matter of the succession of Christopher Ford, late of the parish of Ascension, deceased, I, Lawrence D. Nicholls, the undersigned, clerk of the aforesaid court, did proceed, at my office at the court-house in the town of Donaldsonville, to the opening and proof of the last will and testament of said Christopher Ford, deceased, in presence of—1o, Mrs. Louisa W. Ford, widow of Christopher Ford; 2o, Messrs. William C. S. Ventress and Edward J. Tebault, witnesses called for the purpose of proving the will; and 3d, of

Messrs. Arthur Hatkinson and Narcisse Terrio, residents of the parish of Ascension, witnesses to these proceedings.

I first exhibited the sealed packet marked A, purporting to be the olographic will of the deceased. Messrs. William C. S. Ventress and Edward J. Tebault having been first duly sworn, declared, upon examination of the superscription of said packet, that the same is in the handwriting of Christopher Ford. And the said packet having been opened, said deponents declared that they recognised the same to be entirely written, dated, and signed by the hand of the testator, the said Christopher Ford, deceased; which said depositions were by me, said clerk, reduced to writing, and signed, respectively, by said William C. S. Ventress and Edward J. Tabault.

I then read the will in a loud and audible voice, so as to be heard by all persons present. And having thus read the will and paraphed the same ne varietur at the top and bottom of each page, and all the formalities of the law having now been complied with, the following decree was rendered:

It having been satisfactorily proven that the will of Christopher Ford, late of the parish of Ascension, deceased, was entirely written, dated, and signed by the hand of the said Christopher Ford, and the same being in regular form, it is hereby ordered that said will be deposited in my office, recorded and executed according to law.

Ascension, 18th March, 1850.

(Signed) L. D. NICHOLLS, *Clerk.*

In testimony whereof, the said widow, Christopher Ford, William C. S. Ventress, Edward J. Tebault, Arthur Hatkinson, and Narcisse Terrio have hereunto set their hands, at the parish of Ascension, on the day, month, and year first above written, with me, L. D. Nicholls, after due reading hereof; four words erased, null, and three interlined, approved, before signing.

(Signed) LOUISA W. FORD,
E. J. TEBAULT,
W. C. S. VENTRESS,
P. A. HATKINSON,
J. N. TERRIO,
L. D. NICHOLLS, *Clerk.*

Deposition of W. C. S. Ventress.

Fourth Judicial District Court of the State of Louisiana, in and for the parish of Ascension.

This day personally came and appeared before me, L. D. Nicholls, clerk of said court, William C. S. Ventress, of the parish of Ascension, who being first duly sworn, declares upon examination of the packet marked A, purporting to be the olographic will of Christopher Ford, that he recognised the same as being entirely written, dated, and signed by the hand of said Christopher Ford, from having frequently seen him sign in his lifetime.

(Signed) W. C. S. VENTRESS.

Sworn to and subscribed before me, this 18th March, 1850.

(Signed) L. D. NICHOLLS, *Clerk.*

Fourth Judicial District Court, in and for the parish of Ascension.

This day personally came and appeared before me, the undersigned, clerk of said court, Edward J. Tebault, of the parish of Ascension, who being first duly sworn, upon examination of the packet marked A, purporting to be the olographic will of Christopher Ford, declared that he recognised the same to be entirely written, dated, and signed by the hand of the said Christopher Ford, from having frequently seen him sign and write in his lifetime.

(Signed) E. J. TEBAULT.

Sworn to and subscribed before me, Ascension, this 18th March, 1850.

(Signed) L. D. NICHOLLS, *Clerk.*

Order for Execution of Will.

It having been satisfactorily proven that the will of Christopher Ford, late of the parish of Ascension, deceased, was entirely written, dated, and signed by the hand of the said Christopher Ford, and the same being in regular form, it is hereby ordered that said will be deposited in my office, recorded, and executed, according to law.

Ascension, 18th March, 1850.

(Signed) L. D. NICHOLLS, *Clerk.*

Petition for letters testamentary. Filed 5th April, 1850.

(Signed) L. D. NICHOLLS, *Clerk.*

To the Hon. Albert Duffel, Judge of the Fourth Judicial District Court of the State of Louisiana, in and for the parish of Ascension:

The petition of Louisa W. Ford, widow of Christopher Ford, late of said parish, dec'd, respectfully represents:

That her said husband departed this life at California, some time in or about the month of   , last past, leaving an olographic will or testament, which has been duly admitted to probate in this hon. court.

That by said will your petitioner was named and appointed testamentary executrix; that she is desirous to be confirmed as such.

Wherefore she prays, that on taking the oath required by law, she may be recognised as the testamentary executrix of the last will of Christopher Ford, and that letters testamentary be delivered to her, and for general relief.

And, as in duty bound, &c.

(Signed) JOHN H. ILSLEY,
Of Counsel for Pet.

Order Confirming Executrix.

On reading the within petition, it is ordered that Mrs. Louisa W. Ford, of the parish of Ascension, widow of Christopher Ford, late of said parish, deceased, be and she is hereby confirmed as testamentary executrix of said Christopher Ford, dec'd, and that as such, letters issue in her favor upon her taking the oath required by law.

Ascension, 18th March, 1850.

(Signed) L. D. NICHOLLS, *Clerk.*

Oath of Executrix.

Fourth Judicial District Court of the State of Louisiana, in and for the parish of Ascension.

I do solemnly swear that I will well and truly, according to the best of my abilities and understanding, discharge and perform all and singular the duties incumbent on me as testamentary executrix of the last will and testament of Christopher Ford, late of the parish of Ascension, deceased.

(Signed) LOUISA W. FORD.

Sworn to and subscribed before me, Ascension, 12th April, 1850.

(Signed) L. D. NICHOLLS, *Clerk.*

Letters Testamentary.

Succession of Christopher Ford.—Letters Testamentary.

Fourth Judicial District Court of the State of Louisiana, in and for the parish of Ascension.

This shall certify to all whom it may concern, that by a decree of the hon. the above entitled court, rendered on the fifth instant, Mrs. Louisa W. Ford, of the parish of Ascension, was duly appointed testamentary executrix of the last will and testament of Christopher Ford, late of said parish, deceased.

Now know ye that the said Mrs. Louisa W. Ford, widow of Christopher Ford, has this day taken the oath required by law, and is now duly qualified to act in her capacity aforesaid.

Witness the Hon. Albert Duffil, judge of said court, Ascension, this twenty-seventh April, eighteen hundred and fifty.

(Signed) L. D. NICHOLLS, *Clerk.*

Fourth Judicial District Court of the State of Louisiana, in and for the Parish of Ascension.

I, Lawrence D. Nicholls, clerk of the above entitled court, duly commissioned and qualified, do hereby certify the foregoing eight pages to be a faithful transcript of all the proceedings had, documents on file in my office in the matter of the succession of Christopher Ford, late of the parish of Ascension, deceased.

Witness my hand and official seal and signature.

[SEAL.] L. D. NICHOLLS, *Clerk.*

Ascension, 28th May, 1856.

Plaintiff's Evidence No. 3.—*Sale from Mrs. Ford to John T. Jeter, Nov'r* 16, 1850.

STATE OF LOUISIANA,
City of New Orleans.

Personally appeared, in my notarial office, in the city of New Orleans, on the day and date hereinafter set forth, Mistress Louisa W. Perkinson, widow of the late Christopher Ford, late of the parish of Ascension, in this State of Louisiana, who declared unto me, said notary, that by the last will and testament of her said late husband, she is the universal legatee and heir of all and singular the active and passive effects and properties of her late husband's succession, both real and personal, within this State of Louisiana, as well as in each and every other State and Territory in the United States of North America ; that said will and testament has been duly probated in the judicial district court of Louisiana, having legal jurisdiction over the parish of Ascension ; and that she has been duly recognised as the administratrix of her said late husband's succession.

And the said Mistress Louisa W. Perkinson, widow aforesaid, did further declare, that by this public act, she does, for the consideration hereinafter set forth, for herself, her heirs, and assigns, sell, transfer, set over, and assign, unto John T. Jeter, of the parish of Jefferson, State of Louisiana, his heirs, administrators, and assigns, to his and their behoof forever, all and singular her right, title, and interest in and to the succession of her late husband, Christopher Ford, aforesaid, which said succession consist of landed property, slaves, titles, notes, accounts, mortgages, and exchange, mostly located in the parish of Ascension, in this State of Louisiana, not warranting, however, unto the said John T. Jeter, his heirs, administrators, and assigns, the health or soundness of the slaves, the absence of mortgage in real estate, or the validity of any claims due to or belonging to the mass of said succession.

And the said Mistress Louisa W. Perkinson does further bind herself, her heirs, administrators, and assigns, well and truly to warrant and defend unto the said John T. Jeter, his heirs, administrators, and assigns, the titles of each and every piece, part, and parcel of property, her right to which she does hereby sell and convey, against every species of harm and eviction whatsoever that may hereafter arise against said property, or any part or parcel thereof; agreeing to furnish and grant unto the said John T. Jeter, with full power of substitution, my letter of procuration and attorney to appear for me, and in my stead to appear and act in any court, arbitration, referment, or conventionality that may exist or arise in any State or Territory of these United States, touching matters or interests in any manner connected with the active or passive property, goods, or effects of the aforesaid succession.

This sale is made in and for the consideration of the sum of five thousand dollars cash, the receipt whereof is hereby acknowledged by the said Louisa Perkinson aforesaid, who hereby grants an acquittance therefor.

And the said John T. Jeter, of the parish of Jefferson aforesaid, and the second party to the said sale of right, title, and interest hereinabove set forth, now appears and fully ratifies and accepts this before-recited sale and all its conferences, hereby binding himself and heirs to perform all obligations contained either directly or collaterally herein; also binding himself, his heirs, and assigns, and all persons claiming under him or them, to promptly liquidate each and every debt due by the aforesaid succession, and to hold the said Louisa W. Perkinson, widow aforesaid, free and harmless from all and every legal claim that may exist against said succession or herself as universal legatee.

This done and passed in my notarial office, on the day and year below written, to wit, on the sixteenth day of November, in the year one thousand eight hundred and fifty, and the seventy-fifth of the independence of these United States.

Signed by the said Louisa W. Perkinson and John T. Jeter, and me, said notary, in the presence of Rob't Van Dalson and Rob't Abbott, witnesses duly qualified.

In faith whereof, I do hereby grant these presents, together with my seal of office, on the date and day above written.

(Original signed) LOUISA W. PERKINSON,
Widow of Christopher Ford.
JOHN T. JETER.
JAS. H. VAN DALSON,
Not. Pub.

R. VAN DALSON,
R. ABBOTT.

A true copy.

JAS. H. VAN DALSON,
Not. Pub.

New Orleans, 16th Nov'r, 1850.

Plaintiff's Evidence No. 4.—*Deposition of E. Chapman.*—Filed Dec'r 15th, 1854.

Before the U. S. Circuit Court for the eastern district of Louisiana.

John T. Jeter
vs.
Hewitt and Heron.

Interrogatories propounded to Erwing Chapman, a resident of parish of Assumption, in the State of Louisiana, a witness examined by the plaintiff.

Interrogatory first. Do you know David Heron? How long have you known him? What are your means of information in regard to him?

Interrogatory second. Where did David Heron formerly reside, or where have you heard him say he formerly resided?

Interrogatory third. Did or did not David Heron claim Kentucky as his place of residence up to a very recent period? Did he or did he not return to Kentucky with his family every season or every year?

Interrogatory fourth. Did you or did you not hear him speak of Kentucky as his residence within a few weeks of the time of the filing of the suit above styled?

Interrogatory fourth. Do you or do you not know some facts, or have you or have you not heard David Heron make use of language which may enable the court to decide where David Heron permanently resided? If so, please state those facts, or detail the conversations as fully as if specially interrogated in regard thereto.

(Signed) ALEXANDER T. STEELE,
Attorney.

Cross-interrogatories.

1st. What are the grounds of your knowledge of the facts testified to by you; *it is* from hearsay, or from what source?

2d. When were the said declarations of the said Heron made; at what time, and in whose presence?

(Signed) GEORGE EUSTIS,
Of Counsel for Def't.

It is agreed that the deposition of the witness may be taken before any justice of the peace in the parish of Assumption.

New Orleans, Nov'r 20th, 1854.

(Signed) G. E.
(") ALEX. S. STEEL, *Att'y.*

The State of Louisiana,
Parish of Lafourche, ss.

Be it remembered that, by consent of both parties in a certain suit now pending before the U. S. circuit for the eastern district of Louisiana, and wherein John T. Jeter is plaintiff and Hewitt and

Heron are defendants, I, Valmont D. Terrebonne, justice of the peace in and for the parish of Lafourche, and town of Thibodaux, duly commissioned, qualified, and sworn as such, caused to come before me, at my office, in the said town of Thibodaux, on the 12th day of December, 1854, at ten o'clock a. m., Mr. Ewing Chapman, of lawful age, residing in the said parish of Lafourche, State of Louisiana, witness on the part of the plaintiff in the above entitled case; and the said witness being by me first duly sworn on the Holy Evangelists of Almighty God to speak the truth, the whole truth, and nothing but the truth, to the questions propounded to him in the said cause, did depose and say, viz:

First interrogatory. I have been intimately acquainted with David Heron for the last eight years, he having *expent* nearly every winter and spring in my family for three years.

Second int'y. David Heron formerly resided in Kentucky; I have heard him say repeatedly that K'y was his place of residence.

Third int'y. David Heron did always claim K'y as his place of residence as late as fore part of this year, (1854,) and returned every year to Kentucky during the spring and summers.

Fourth int'y. David Heron always spoke of K'y as his home up to fore part of this year; since which time I have not heard him say anything upon the subject.

Fifth int'y. David Heron claimed K'y as his residence, and insisted always that I should vote here, and stated he could not, although he was very desirous to vote, stating he was a resident of Ke'y; and further this deponent saith not.

First cross-int'y. The ground of my information is from personal conversations with him while he, David Heron, was with me on the plantation of Hewitt and Heron, which I was overseer for seven or eight years.

Second cross-int'y. The above declaration was made to me while we were together last winter, and at different time; I do not recollect who was present on those occasions.

(Signed) EWING CHAPMAN.

Sworn to and subscribed before me at my office, in the town of Thibodaux, this the 12th day of December, 1854.

(Signed) N. D. TERREBONNE, *J. P.*

Pl'ff's Evidence No. 5.

Circuit Court of the United States for the fifth judicial circuit, holding sessions in and for the eastern district of Louisiana.

To any Judge or Justice of the Peace of any parish of the State of Louisiana:

Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you Ewing Chapman, Wm. C. C.

Ventriss, Mr. Profit and Peter Norwood, and them duly examine on oath, touching and concerning certain matters and things in a cause now depending in the said court, wherein John T. Jeter is plaintiff, and James Hewitt and David Heron are defendants; and the same examinations so taken and reduced to writing you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable R. B. Taney, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, [SEAL.] this 24th day of April, anno Domini 1855, and the 70th year of the independence of the United States of America.

J. W. GURLEY, *Clerk.*

Depositions of Chapman and others.—Filed in open court May 2d, 1855.

U. S. Circuit Court, eastern district of Louisiana.

John T. Jeter
vs.
Hewitt & Heron.

Interrogatories propounded to Ewing Chapman, William C. C. Ventriss, Profit, and Peter Norwood, residents of the parish of Point Coupee, witnesses to be examined by the plaintiffs.

Interrogatory 1st. Were you or were you not present at the court-house in the parish of Ascension on the 1st day of February, 1851, at a sale *pretendly* made by the sheriff of Ascension of the property of Christopher Ford, then deceased, to Hewitt and Heron, in execution of a writ of seizure and sale, in case of the Bank of Louisiana vs. C. Ford?

Interrogatory 2d. Did you or did you not on that day hear an announcement made by the sheriff of Ascension, and by John T. Jeter himself, that he, John T. Jeter, claimed to be the owner of the property which the sheriff was attempting to sell, and that he forbade the sale of it? Was this before or after the adjudication to Hewitt and Heron?

Interrogatory 3d. Do you or do you not know that Hewitt and Heron had determined before the 1st day of February, 1851, to buy the C. Ford property whenever it should be sold? Did or did not James Hewitt go up from New Orleans to Ascension parish at the time specified, that he might be present at the sale of the plantation and slaves of C. Ford, and might buy them? State all you know in reference hereto.

Interrogatory 4th. Have you or have you not, before the 1st day of February, 1851, or before the 16th day of December, 1850, had conversations with Hewitt and Heron, or one of them, about the means by which a sale of the Ford property could be brought about?

If so, state the whole of those conversations as fully as you can recollect them.

Interrogatory 5th. Do you or do you not know whether the sale which was *pretendly* made on the 1st day of February, 1851, was or was not brought about by the words, acts, or designs of Hewitt and Heron, that they might purchase the property? State what you know.

Interrogatory 6th. What was the amount and value of the corn on the property of the Ford estate on the 1st day of February, 1851?

Interrogatory 7. What was the number, and what was the value of the mules, horses, and oxen on said plantation at that time?

Interrogatory 8. What was the value of the seed-cane then on the plantation?

Interrogatory 9. What was the value of the farming utensils then on the plantation?

Interrogatory 10. What was the value and amount of the provender, fodder, hay, &c., then on the plantation?

Interrogatory 11. What was the value of the hogs, sheep, poultry, &c., and what was the number of each, as found on said plantation at that time?

Interrogatory 12. Did or did not the corn, hay, fodder, provender, seed-cane, horses, mules, oxen, cattle, hogs, sheep, and poultry, and the plantation utensils, go into the possession of Hewit and Heron after the 1st day of February, 1851?

Interrogatory 13. Do you know of any other fact or facts in regard to the matter in controversy between the plaintiff and defendants which may be of service to the plaintiff? If so, please state what they are, as fully as if specially interrogated in regard thereto.

ALEXANDER T. STEELE,
Attorney.

Circuit Court of the U. S.

JETER
vs.
HERON et al.

Cross-interrogatories.

Legal objections, other than of form, reserved.

1st. In your answer to the second interrogatory, if you state that anything was said at the sale by Jeter, state whether the same was said audibly, and addressed to the by-standers or to the sheriff, or to whom the same was addressed; what reply, response, or notice, if any, was given then and there by the sheriff who made the sale?

2d. State particularly the facts within your own knowledge in your answer to the third interrogatory; what are the grounds of your knowledge of the matters testified to by you in your answer to this interrogatory.

3881

3d. When were said conversations held concerning which you are interrogated in the fourth interrogatory, and with whom, in whose presence, and on what occasion, at what time, and under what circumstances, were said conversations so held?

4th. State the words, acts, and designs by which said sale was brought about; how do you know said words, acts, or designs produced said effect; in whose presence and at what time and place, and under what circumstances, were said words, acts, and designs put forth or manifested?

5th. What was the quantity of corn on the plantation; where was it; did you ever see it; how can you estimate its quantity?

6. What was the condition of the mules, horses, and oxen; were they or not in good order; how many were there of each; did you ever count them; at whose request; how much seed-cane was there on the plantation?

7th. Did you ever measure it; at whose request?

8th. Did you ever see, examine, and count the farming utensils? State particularly the several articles, with the number and condition of each.

9th. What was the quantity of provender, fodder, and hay on the plantation; how do you estimate the same?

10th. Did you ever count or make any estimate of the number of hogs, sheep, and poultry on said plantation; when, and at whose instance?

11th. Have you ever been spoken to by the plaintiff, or by any one for him, concerning the deposition or testimony to be given by you on the matters and things contained therein? If yea, state the substance of said communication, and when and where the same was made.

12. What is your occupation or employment; since when have you known the plaintiff; what are his pecuniary means; is he or not to your knowledge insolvent; what debts of his remain unpaid to your knowledge; is he or not indebted to you; if yea, since when has said debt existed; what is its origin and amount?

GEORGE EUSTIS,
Of Counsel.

STATE OF LOUISIANA,
Parish of Pointe Coupee.

JOHN T. JETER
vs.
HEWIT & HERON.

Answers, under oath, Ewing Chapman, a resident of the parish of Pointe Coupee, to the interrogatories propounded to him in the above entitled cause:

Answer to the 1st interrogatory. I went to the court-house of the parish of Ascension on or about the 1st day of February, 1851, and was present at the sale of the property of C. Ford, deceased, which was sold by the sheriff of said parish, in execution of a writ of seizure and sale in the case of the Bank of Louisiana vs. C. Ford; and said property was adjudicated to Hewit & Heron.

Answer to the 2d interrogatory. There was an announcement made by John T. Jeter, to a large company present, sufficiently loud to be understood by the company, that he was the owner of the property, and forbid the sale of it, and this announcement was made before the property was adjudicated to Hewit & Heron.

Answer to the 3d interrogatory. I have often heard Messrs. Hewit & Heron, the defendants in this suit, speak of the sale of the Ford estate, previous to the day of sale of said property; Mr. Heron was always extremely anxious to purchase this Ford estate, but Mr. Hewit was less inclined to make this purchase; a few days before the sale both Mr. Hewit and Mr. Heron, at different times, not being in company with each other, went with witness to the Ford estate and examined the negroes, and on the day of sale Mr. Hewit was present, and stated to this witness, in the forenoon, on the day of sale, that he should bid for the property; and that witness was one of the appraisers of said estate, and had been for several years in the employment of Messrs. Hewit & Heron, and continued in their employment over two years after the day of sale.

Answer to the 4th and 5th interrogatories. I do not know of any acts or means made use of by these defendants to provoke or bring about a sale of the Ford estate.

Answer to 6th, 7th, 8th, 9th, 10th, and 11th interrogatories. I do not now recollect the value of the corn, or the value of the mules and horses, nor the seed-cane or farming utensils, nor the value or quantity of the provender, hay, fodder, &c., or hogs, found on the property on the day of sale.

Answer to the 12th interrogatory. I received as the manager of Hewit & Heron, and took in my possession some two or three days after the day of sale, all the mules, horses, plantation utensils, corn, fodder, hay, seed-cane, and all other property belonging to the Ford estate, save the milch cows and household furniture.

Answer to 13th interrogatory. I do not recollect anything at present which would be of any advantage to plaintiff.

Answer to 1st cross-interrogatory. It was stated in a loud and audible tone to the bystanders and sheriff, and that there was no response to by the sheriff or other person that I now recollect, except by the sheriff, who stated that he would proceed with the sale.

Answer to 2d cross-interrogatory. Messrs. Hewit & Heron often visited their plantation, of which witness was manager, and conversed with witness concerning the Ford place, and at their instance accompanied them, separately, to the Ford plantation to examine the negroes.

Answer to the 3d and 4th cross-interrogatories. I know nothing in regard to 4th and 5th inter'y.

Answer to the 5th cross-interrogatory. I do not recollect the quantity, but I received and used it for defendants' plantation.

Answer to the 6th cross-interrogatory. I do not recollect now the condition or number of horses and mules; there were no oxen on the place.

Answer to the 7th cross-interrogatory. I do not recollect.

Answer to the 8th cross-interrogatory. I never counted the farming utensils that I have any recollection of.

Answer to the 9th cross-interrogatory. I do not recollect.

Answer to the 10th cross-interrogatory. I never counted or estimated the number of the hogs, sheep, or poultry found on the plantation; Mr. Hewit took possession of five or six hogs, and said that he would pay Mr. Jeter for them, if they did not belong to the place; there was no poultry or sheep on the plantation when I took possession of it.

Answer to the 11th cross-interrogatory. No; I never was spoken to by the plaintiff in regard to this deposition, or by any other person for him.

Answer to 12th cross-interrogatory. I am a sugar planter on my own account; I have known the plaintiff in this suit for five or six years; I do not know his pecuniary means; I do not know that he is insolvent or not; I know of no debts of his unpaid; he never owed me a dollar in his life; and further this deponent saith not.

Sworn to and subscribed before me this 30th day of April, 1855.

EWING CHAPMAN.

STATE OF LOUISIANA,
Parish of Pointe Coupee.

Be it remembered, that on this 30th day of April, 1855, that I, John Macbins, justice of the peace in and for Pointe Coupee, by virtue of a commission to me directed by the honorable the circuit court of the United States for the 5th judicial circuit, holding sessions in and for the eastern district of Louisiana, which is hereto annexed, have caused to come before me Ewing Chapman, of the said parish of Pointe Coupee, who, after having been duly sworn by me on the Holy Evangelist to answer the truth to the interrogatories propounded to him by plaintiff in this suit, wherein John T. Jeter is plaintiff and Hewitt and Heron are defendants, which said interrogatories are hereunto annexed, did give the answers above written to the said interrogatories and cross-interrogatories in the order in which they are so written, which said answers did reduce to writing above, as they were delivered; and having so written the said answers, I did cause the aforesaid witnesses to sign the same in my presence, after having carefully read over the same to him.

Given under my hand officially in the parish of Pointe Coupee, this 30th day of April, 1855.

JOHN MACBINS,
Justice of the Peace.

Plaintiff's Evidence No. 6.—*Deposition of Peter Norwood.*—Filed Oct. 27th, 1845.

Circuit Court of the United States for the fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, to any Judge or Justice of the Peace of Harris county, Texas, or to any Notary Public, or Louisiana Commissioner or Commissioner of the United States for the district of Texas:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you Peter Norwood, and him duly examine on oath touching and concerning certain matters and things in a case now depending in the said court, wherein John T. Jeter is plaintiff and Hewitt and Heron are defendants, and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidenee on the trial of said cause, and send also this writ.

Witness the Honorable R. B. Taney, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this tenth day of October, anno Domini 1855, and the 80th year of the independence of the United States of America.

[SEAL.] J. W. GURLEY, *Clerk.*

Deposition of Peter Norwood.

THE STATE OF TEXAS,
County of Harris.

By virtue of the power and authority given to me by a commission or writ from the circuit court of the United States for the 5th judicial circuit, holding sessions in and for the eastern district of Louisiana, directed to any judge or justice of the peace of Harris county, Texas, which said commission or writ bears date the 10th day of October, A. D. 1855, signed and sealed with the seal of his office by the clerk of the said circuit court of the United States, I, Jacob Cline, a justice of the peace for the county of Harris, in the State of Texas, have this day called and caused to come before me Peter Norwood, a citizen of Texas, to me well known, and him duly examined on oath, touching and concerning certain matters and things in a case now depending in the said circuit court of the United States, wherein John T. Jeter is plaintiff and Hewitt and Heron are defendants, and he, the said Peter Norwood, makes answer under oath to the interrogatories accompanying the said commission or writ, in the manner and words as hereinafter set forth.

Interrogatory 1. Were you, or were you not, present at the court-house in the parish of Ascension on the 1st day of February, 1851, at a sale *pretendly* made by the sheriff of Ascension of the property of Christopher Ford, then deceased, to Hewett & Heron, in execution of a writ of seizure and sale in case of Bank of Louisiana vs. C. Ford?

Answer. I was not present at the court-house in the parish of Ascension on the 1st day of February, 1851, at the said sale of the property of Christopher Ford, but I was there in the afternoon about one o'clock.

Interrogatory 2. Did you, or did you not, on that day hear an announcement made by the sheriff of Ascension and by John T. Jeter himself, that he, John T. Jeter, claimed to be the owner of the property which the sheriff was attempting to sell, and that he forbade the sale of it? Was this before or after the adjudication to Hewett & Heron?

Answer. I heard on that day, but after the adjudication to Hewett & Heron, an announcement made by John T. Jeter himself, that he, John T. Jeter, claimed to be the owner of the property which the sheriff had sold, and that he had forbidden the sale of it, and I also heard the sheriff say that John T. Jeter had forbidden the sale, claiming the property as his own.

Interrogatory 3. Do you, or do you not, know that Hewett & Heron had determined before the 1st day of February, 1851, to buy the C. Ford property, whenever it should be sold? Did, or did not, James Hewett go up from New Orleans to Ascension parish at the time specified, that he might be present at the sale of the plantation and slaves of C. Ford, and might buy them? State all you know in reference thereto.

Answer 3. I do not know of my own knowledge that Hewett & Heron had determined before the 1st day of February, 1851, to buy the C. Ford property, but circumstances such as the inspection of the slaves by Heron, and the statements made by their manager, Ewing Chapman, and other circumstances, led me to believe that such was the case. I found James Hewett in the parish of Ascension on my return from New Orleans on the afternoon of the 1st February, 1851, the day of the sale.

Interrogatory 4. Have you, or have you not, before the 1st day of February, 1851, and before the 15th day of December, 1850, had conversations with Hewett & Heron, or one of them, about the means by which a sale of the C. Ford property could be brought about? If so, state the whole of those conversations as fully as you can recollect them.

Answer. I never had any such conversation with Hewett & Heron, or either of them.

Interrogatory 5. Do you, or do you not, know whether the sale which was pretendedly made on the 1st day of February, 1851, was or was not brought about by the words, acts, or designs of Hewett or Heron? State what you know.

Answer 5. I know nothing about it.

Interrogatory 6. What was the amount and value of the corn on the property of the Ford estate on the 1st day of February, 1851?

Answer. There must have been from four to five thousand barrels corn on the property of the Ford estate on the 1st day of February, 1851, and the value of the same one dollar per barrel, as well as I can recollect.

Interrogatory 7. What was the number and what was the value of the mules, horses, and oxen on the said property at the time?

Answer. There were eighteen or nineteen mules and horses on the said property at the time, worth two thousand dollars at least, and no oxen.

Interrogatory 8. What was the value of the seed-cane on the said property at the time?

Answer. The value of the seed-cane on the said property at the time was two thousand dollars.

Interrogatory 9. What was the value of the plantation utensils then on said plantation?

Answer. The value of the plantation utensils then on said plantation was from one thousand to twelve hundred dollars.

Interrogatory 10. What was the value and amount of fodder, hay, provender, &c., then on the plantation?

Answer. The value of fodder, hay, provender, &c., then on the plantation, was about nine hundred dollars, and the amount ample for the use of the plantation for one year.

Interrogatory 11. What was the value of the hogs, sheep, poultry, &c., and what was the number of each, found on the plantation on said day?

Answer. I know nothing about it; there were no sheep upon the place.

Interrogatory 12. Did or did not the corn, hay, fodder, provender, seed-cane, horses, mules, oxen, cattle, hogs, sheep and poultry, and plantation utensils, go into the possession of Hewett and Heron after the 1st day of February, 1851?

Answer. The corn, hay, fodder, provender, seed-cane, horses, mules and plantation utensils, went into the possession of Hewett and Heron after the 1st day of February, 1851.

Interrogatory 13. Do you know of any other fact or facts in regard to the matters of controversy between the plaintiff and defendants which may be of service to the plaintiff? If so, please state what they are as fully as if specially interrogated thereto.

Answer. John T. Jeter told me that, in consequence of the inducements held out to him by the banks, he became the purchaser of Mr. Ford's interest in the plantation, and bought some thirty acres of seed-cane on the adjacent plantation, which he lost in consequence of the banks not fulfilling their promises, and I know that he did buy the above mentioned seed-cane; I also know that Mrs. Ford received information of her husband's death in the year 1850, and went into mourning in consequence thereof, and this was a matter of general notoriety; and in September, 1850, she finally abandoned her residence on the plantation upon which I lived at the time, but in a different dwelling from that occupied by her, and a notice of seizure was given to me by the sheriff, and no other notice was given to my knowledge. Mr. John T. Jeter was not on the plantation at the time of the seizure, and I did not see Mrs. Ford after the seizure.

PETER NORWOOD.

Sworn and subscribed to before me this 23d day of October, A. D. 1855.

JACOB CLINE,
Justice of the Peace for Harris County, Texas.

Cross-interrogatories.

1. If in your answer to the second interrogatory you state that anything was said at the sale by Jeter, state whether the same was said audibly, and addressed to the bystanders, or to the sheriff, or to whom the same was addressed; what reply, response, or notice, if any, was given then and there by the sheriff who made the sale?

Answer. I was not at the sale.

2. State particularly the facts within your knowledge in your answer to the third interrogatory; what are the grounds of your knowledge of the matters testified to by you in your answer to this interrogatory?

Answer. I have stated all I know.

3. Where were said conversations held concerning which you are interrogated in the fourth interrogatory; and with whom, in whose presence, and on what occasion, at what time and under what circumstances, were said conversations so held?

Answer. I never had any such conversations.

4. State the words, acts and designs by which said sale was brought about. How do you know said words, acts or designs produced said effect? In whose presence, and at what time or place, and under what circumstances were said words, acts and designs put forth or manifested?

Answer. I have nothing further to say on this subject.

5. What was the quantity of corn on the plantation? Where was it? Did you ever see it? How can you estimate its quantity?

Answer. The quantity of corn on the plantation was from four to five thousand barrels. It was in the corn-houses. I saw it, because

I superintended the gathering and housing of the same. I can estimate the quantity of corn by the bulk thereof, and by long experience and practice in matters and business of this sort.

6. What was the condition of the mules, horses and oxen? Were they or not in good order? How many were there of each? Did you ever count them? At whose request?

Answer. The mules and horses were in very good order; oxen there were none. There were eighteen or nineteen horses and mules in all; the most of them mules; I counted them often; at no person's request, but, being the manager of the place, it was my duty to do so.

How much seed-cane was there on the plantation? Did you ever measure it? At whose request?

Answer. There was seed-cane enough on the plantation to plant two hundred acres at least. I measured it, and was not requested to do so by any person.

8. Did you ever see, examine and count the farming utensils? State particularly the several articles, with the number and condition of each.

Answer. I saw, examined and counted the farming utensils often. There were at least sixty hoes, at least thirty-five plows, at least seven iron-axle carts, and spades, axes, shovels, cane-knives, plow and cart harness, enough for fifty hands, all which utensils were in good common using order.

9. What was the quantity of provender, fodder and hay on the plantation? How do you estimate the same?

Answer. The quantity was ample for the use of the plantation for the year. I estimate the same from my general knowledge of, and long experience in such matters.

10. Did you ever count or make any estimate of the number of hogs, sheep and poultry on said plantation? When, and at whose instance?

Answer. I never did count or make any such estimate.

11. Have you ever been spoken to by the plaintiff, or by any one for him, concerning the deposition or testimony to be given by you, or the matters and things contained therein? If yea, state the substance of said communication, and when and where the same was made.

Answer. I have never been so spoken to by the plaintiff, or by any one else for him.

12. What is your occupation or employment? Since when have you known the plaintiff? What are his pecuniary means? Is he or not to your knowledge insolvent? What debts of his remain unpaid to your knowledge? Is he or not indebted to you? If yea, since when has said debt existed; what is its origin and amount?

Answer. I am a farmer by occupation; I have known the plain-

3885

tiff since the year 1850. I know nothing about his pecuniary means; I do not know whether he is insolvent or not. I do not know what debts of his, if any, remain unpaid. If he owes me anything it is for hiring hands to winnow some of the cane which he bought from the adjacent plantation in the fall of 1850, and the amount is not exceeding nine dollars. He offered to pay me once, but I refused then to accept payment, because I did not have about me a memorandum of the exact amount due me. Since then I have not seen John T. Jeter.

PETER NORWOOD.

Sworn to and subscribed before me this 23d day of October, A. D. 1855.

JACOB CLINE, [SEAL.]
Justice of the Peace for Harris County, Texas.

THE STATE OF TEXAS,
Harris County.

I, William R. Baker, clerk of the county court of Harris county, do hereby certify that Jacob Cline, esquire, whose official signature appears as certifying to the above and foregoing affidavit and answer to interrogatories of Peter Norwood, a citizen of Harris county, is and was at the date thereof an acting justice of the peace for Harris county, in the State of Texas, duly authorized by law to administer oaths, &c.; that his said signature is genuine, and that his official acts are entitled to faith and credit.

Witness my hand and seal of said county court at office, in Houston, Oct. 24th, 1855.

W. R. BAKER, *Clerk.*

Plaintiff's Evidence No. 7.

Commission issued April 18th, 1855.

Deposition of Shaffer.

Circuit Court of the United States, for the 5th circuit, holding sessions in and for the eastern district of Louisiana.

To any Judge or Justice of the Peace of the parish of Point Coupee, La.:

Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you M. C. Shaffer, and him duly examine on oath touching and concerning certain matters and things in a case now depending in the said court, wherein John T. Jeter is plaintiff, and Hewitt and Heron are defendants, and the same examinations so taken and reduced to writing you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable R. B. Taney, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this 18th day of April, anno Domini 1855, and the 79th year of the independence of the United States of America.

[SEAL.]

(Signed) J. W. GURLEY, *Clerk.*

Interrogatories.

JOHN T. JETER
vs
HEWITT AND HERON.

Interrogatories propounded to M. C. Shaffer, of the parish of Point Coupee, a witness to be sworn and examined by the plaintiff.

1st. Were you or were you not present at the court-house, in the parish of Ascension, on the 1st day of February, 1851, at a sale which the sheriff of Ascension pretended to make of the property of Christopher Ford, then deceased, to Hewitt and Heron?

2d. Did or did not John T. Jeter take the sheriff of Ascension parish aside from the crowd who were present on the occasion, and offer to pay to him the amount of the writ in his hands in favor of the Bank of Louisiana vs. Christopher Ford? Was or was not this before the adjudication to Hewitt and Heron, or before the crying or offering of the property at which such adjudication was made?

3d. Did or did not John T. Jeter, or some other person in his name, announce to the crowd before the adjudication to Hewitt and Heron, and before the offering of the property at which their bid was made, that he owned the property, and forbade the sale of it?

4th. Were or were not all the negroes of the Ford estate, who were pretendedly sold on the said 1st day of February, 1851, present at the time of sale, or were or were not a large number of them absent at the time of sale?

5th. Do you or do you not know of some other fact or facts which may be important to be known on the trial of this suit? What are those facts? State them fully as if specially interrogated.

(Signed) ALEXANDER T. STEELE,
Pl'ff's Att'y.

I consent that the deposition of the witness, M. C. Shaffer, be taken before any justice of the peace in the parish of Point Coupee.

New Orleans, April 11th, 1855.

Cross-interrogatories.

Cross-interrogatories on behalf of Defendants.

1st. Where do you reside, and what is your age; what is your occupation, and are you or not in the employment of the plaintiff; if not in his employment, have you ever been, and in what capacity?

2d. Did not plaintiff bid at the sale of the Ford plantation and slaves when offered by the sheriff on the 1st February, 1851?

3d. Was the property struck off to him; if so, at what price?

4th. Did plaintiff comply with the terms of his bid; did you see him have any money; and if so, how much; did you see him tender any money to the sheriff; if so, how much; and was it in gold or silver, and did you count it?

5th. Were you present when the sheriff called on plaintiff for payment?

6th. If you state the plaintiff offered to pay the sheriff, state when and how much he offered to pay; state who was present and all who were present. State everything that occurred, and confine yourself to your personal knowledge.

7th. Was not the property set up a second time for sale by the sheriff and adjudicated by the sheriffs to the defendants; did plaintiff say anything after the property was put up the second time, or was it before the sale began that he said anything; and what did he say publicly?

8th. If any other person than plaintiff made any public announcement in behalf of plaintiff, who was it, and what did he say?

9th. If you answer the fourth interrogatory, state the names of the slaves that were present and the names of the slaves that were sold, and how you know the facts you may state in answer to the fourth interrogatory.

10th. Do you know plaintiff well; is he or not to your knowledge insolvent; do you not know that he owes large sums of money, that are unpaid?

11th. State any and every other fact you may know, that is material in this controversy.

(Signed) GEORGE EUSTIS,
Counsel for Defendants.

STATE OF LOUISIANA,
Parish of Point Coupee.

NOVEMBER 14th, 1855.

This day came the witness, M. C. Shaffer, before me in my office, S. Pourcian, a justice of the peace in and for said parish, and being first duly sworn, made the following answers to the interrogatories propounded to him, in conformity with a commission hereunto annexed from the circuit court of the United States for the fifth judicial circuit, State of Louisiana, in the suit now pending and undetermined in the aforesaid court, in which John T. Jeter is plaintiff and Hewitt & Heron are defendants:

Answer to the 1st interrogatory. I was present on the first day of February, 1851, at the sale of Christopher Ford's estate, made by the sheriff of the parish of Ascension.

Answer to the 2d interrogatory. I do not recollect the particulars of the conversation between the plaintiff and the sheriff before the sale.

Answer to the 3d interrogatory. I do not recollect the particular words spoken by the plaintiff to the crowd at the sale, but he (the plaintiff) objected to the sale of the property and claimed the property as his, and made his objections known publicly to the crowd present.

Answer to the 4th interrogatory. There was a large number of negroes at the sale, said to be the Ford's estate; but how many present or how many absent I do not know, not being acquainted with them.

Answer to the 5th interrogatory. I know of the fact that arrangement had been concluded with Hill, McLean & Co., for money to the amount sufficient to pay the writ or execution in the hands of the sheriff of Ascension, against the Ford's property, but the sheriff refused any delay, to enable the plaintiff to visit the city of New Orleans to get the money, and also refused a draft for the same on Hill, McLane & Co., and demanded that the plaintiff should pay in cash the amount of his bid within half an hour, or he would set up the property and sell it again, which he did.

Cross-examination.

Answer to the first cross-interrogatory. I reside in the parish of Point Coupee, and am sixty-three years old; I am a planter, on my own account, and was never in the employ of the plaintiff in any way.

Answer to the 2d cross-interrogatory. He did.

Answer to the 3d cross-interrogatory. The property was struck off to him at about seventy thousand dollars ($70,000.)

Answer to the 4th cross-interrogatory. He did not; I did not see any money tendered; he offered a draft for the amount of the execution on Hill, McLean & Co., merchants, of New Orleans, in good credit and standing, which was refused by the sheriff.

Answer to the 5th cross-interrogatory. I was.

Answer to the 6th cross-interrogatory. The plaintiff offered a draft on Hill, McLean & Co., for the amount of the execution, which was refused; then he requested two or three days' time to go to the city for the money, which was also refused by the sheriff. At this interview or conversation there was no one present but the plaintiff, the sheriff and myself, we being together in the sheriff's office. Some one or more came in after this conversation occurred.

Answer to the 7th cross-interrogatory. It was put up the second time and adjudicated to Hewitt & Heron, the defendants in this suit. The plaintiff did object to the sale before it was adjudicated to the defendant and before the bidding commenced. I do not recollect the precise words used by the plaintiff in his forbidding the sale, but he did forbid the sale.

Answer to the 8th cross-interrogatory. I believe the sheriff did say to the company present that the plaintiff forbid the sale.

Answer to 9th cross-interrogatory. I did not know the names nor the number of slaves belonging to the Ford's estate.

Answer to the 10th cross-interrogatory. I know the plaintiff; I do not know anything about his indebtedness or his pecuniary affairs.

Answer to the 11th cross-interrogatory. I do not recollect anything else that will benefit the defendants in this controversy.

M. C. SHAFFER.

Sworn to and subscribed before me, this 14th day of November, 1855.

SAVENIEN POURCIAN,
Justice of the Peace.

Defendant's Evidence No. 1st.—Filed 22d Nov., 1854.

Deposition of Mullet & als.

Circuit Court of the United States, New Orleans.

In the matter of
JETER
vs.
HERON & al.

Interrogatories to be propounded to and answered under oath by Mrs. Gansevoort, Thomas Mullet, Andrew Gingry.

Interrogatory No. 1. Are you acquainted with the parties to this suit?

Interrogatory No. 2. Where does the defendant David Heron reside? Is the place of his present residence his domicile, and how long has it been his domicile?

Interrogatory No. 3. State everything you know in relation to the domicile of David Heron, particularly for the two years last past.

JOHN H. ISLEY,
Att'y of David Heron.

Cross-interrogatories.

Where did the defendant David Heron reside three years ago? Did not he and his family go to their former place of residence during the last year?

Did he and his family go there during the year 1853?

How long were they absent in the year 1854?

How long were they absent in 1855? Is he not now absent from the State?

ALX. T. STEELE, *Attorney.*

We consent that the deposition of the witnesses named in these interrogatories be taken before any judge or justice of the peace in Iberville parish without commission.

New Orleans, Nov'br 13th, 1854.

A. T. STEELE, *for P'lff.*
G. EUSTIS.

STATE OF LOUISIANA,
Parish of Ascension.

Personally came and appeared before me, Octave Terrio, one of the justices of the peace in and for the parish of Ascension, State aforesaid, duly commissioned and sworn, Thomas Mullet, of the parish aforesaid, who, after being duly sworn, did give the following answers to each and all the interrogatories *what* I propounded to him:

Int. 1st.

Ans. I am acquainted only with David Heron and family.

Int. 2d.

Ans. Lives on the Crescent plantation, about two miles from Donaldsonville, on Bayou Lafourche. To the best of my knowledge his present domicile is his residence, and I have visited his family at said plantation since the winter of 1851-'52.

Int. 3d.

Ans. For two years past and more I have been intimate with David Heran and family, as residents of the parish, and have heard them say that they intended making improvements upon their residence.

Cross-interrogatories.

Int. 1st.

Ans. He resided with his family upon the Crescent plantation three years ago.

Int. 2d.

Ans. His family were absent during the past year, and Mr. Heran also a short time during the epidemic. His family went north this past summer on a visit, but Mr. Heran has not been absent during the year 1853, except to New Orleans.

Int. 3d.

Ans. His family left here for the north on the 9th of July past. Mr. Heran has not been absent from the State, nor is he now absent.

One word erased, approved, before signing.

THOMAS MULLET.

Sworn to and subscribed before me this 17th day of November, A. D. 1854.

OCTAVE TERRIO,
Justice of the Peace.

Personally came and appeared before me, Octave Terrio, a justice of the peace in and for the parish of Ascension, Mrs. Gansevoort, a resident of the parish of Ascension, who, after being duly sworn, did give the following answers to each and all the interrogatories which I propounded to her.

Int. 1st.

Ans. I am acquainted only with David Heran and family.

Int. 2d.

Ans. Lives on the Crescent plantation, about two miles from Donaldsonville, on Bayou Lafourche. To the best of my knowledge his present domicile is his residence, and I have visited his family at said plantation since the winter of 1851–'52.

Int. 3d.

Ans. For two years past and more I have been intimate with David Heran *an* family, as residents of this parish, and have heard them say that they intended making improvements upon their residence.

Cross-interrogatories.

Int. 1st.

Ans. He resided with his family upon the Crescent plantation three years ago.

Int. 2d.

Ans. His family were absent during the past year, and Mr. Heran also a short time during the epidemic. His family went north this past summer on a visit, but Mr. Heran has not been absent during the year 1853, except to New Orleans.

Int. 3d.

Ans. His family left here for the north on the 9th of July past. Mr. Heran has not been absent from the State, nor is he now absent.

MARY GANSEVOORT.

Sworn to and subscribed before me this 17th day of Nov'br, 1854.

OCTAVE TERRIO,
Justice of the Peace.

Defendant's Evidence No. 2.—Filed 2d July, 1855.
Deposition of E. L. Goold.

JETER }
vs. }
HERON & al. }

Questions to be answered by Mr. Goold.

In the judicial proceedings on the monition call of Ford, in which you were the attorney of record, had you any communication with Mrs. Ford, the , or any instructions from her, or from any other person than the plaintiff, in relation to the litigation?

To this question I answer, no.

Did not John T. Jeter tell you he was acting for Mrs. Ford as her agent, and did he not give you a copy her power of attorney to him?

To this question I answer: I cannot remember that he ever told me that, and think he did not; such a statement being wholly unnecessary, as he did furnish me a copy of a notarial act by which she constituted him her agent.

EDMOND L. GOOLD.

Sworn to and subscribed before me this 29 June, 1855.

J. W. GURLEY, *Cl'k.*

If the pl'ff has any right to object to these answers on the ground that the facts were learned in professional intercourse, the objection is hereby formally waived by E. L. Goold.

New Orleans, June 29th, 1855.

Commission annexed to Interrogatories.

Circuit Court of the United States for the fifth judicial circuit, holding sessions in and for the eastern district of Louisiana.

To any Judge or Justice of the Peace of the parish of Ascension, Louisiana:

Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you J. L. Comstock, Dr. Johnson, and them duly examine on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein John T. Jeter is plaintiff and Hewit & Heron are defendants; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause; and send also this writ.

Witness the Honorable R. B. Taney, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this

28th day of March, anno Domini 1855, and the 79th year of the independence of the United States of America.

J. W. GURLEY, *Clerk.*

Defendant's Evidence No. 3.

Interrogatories to be administered to witnesses to be produced, sworn, and examined in a certain cause now depending and at issue in the Circuit Court of the United States for the fifth judicial circuit and eastern district of Louisiana, wherein John T. Jeter is complainant and James Hewit and David Heron are defendants, on the part of said defendants.

First interrogatory. Do you know the plantation situated on the Bayou Lafourche, formerly owned by Christopher Ford, now in the possession of James Hewit and David Heron? If you do, please state what was the value of the Ford property—land, slaves, &c., &c.—in December, 1850, and January, 1851.

Second interrogatory. What was the condition of the property at the time of the sale by the sheriff to Hewit & Heron; the condition of the buildings, houses, and negro cabins; of the sugar-house, its engine or mill; the condition of the plant-cane, and of the ratoons; the condition of fences and drainage; what was the supply and condition of provisions and of clothing, and what was the condition of the farming utensils?

Third interrogatory. Who was in possession of said estate at the time of the seizure in December, 1850, and who then claimed to be owner of it; who was the overseer, if any person was; had Christopher Ford or his wife their domicil upon said plantation at any time, and was their house furnished, and did or not their furniture remain there till the sale?

Fourth interrogatory. Do you know anything about the notices of seizure, and of the appointing and swearing the appraisers? If you do, state any and every fact you may know conducing to prove that the sheriff complied with or violated his duties in regard to the seizure and appraisement and sale and adjudication of said property, and of the compliance of the terms of the adjudication by the bidders, and who were the bidders at the sale.

Fifth interrogatory. Did or did not Christopher Ford, to your knowledge, try to sell said estate; and was or was not said estate worth as much as the liens, mortgages, and privileges resting upon it; did Ford leave temporarily or permanently; and was or was not his widow in Ascension at or after the seizure, and before or at the time of the sale; and did she or not reside there; and was she or not temporarily absent?

Sixth interrogatory. Do you know or can you set forth any other matter or thing which may in anywise tend to the benefit of the said parties to this suit? If so, set forth the same, and all the circumstances and particulars thereof, according to the best of your knowledge, remembrance, and belief, together with your reasons at large.

Service accepted, all delays waived, and consent given to have the interrogatories and cross-interrogatories answered (except as objected to) before any justice of the peace in Louisiana.

The justice will please give to John T. Jeter a week's notice, by mail, of the time of taking the depositions.

New Orleans, April 3, 1855.

ALEX. T. STEELE,
Attorney.

JOHN T. JETER
vs.
HEWITT & HERON.

United States Circuit Court, eastern district of Louisiana.

In crossing the interrogatories of defendant we specially object to all testimony which is intended to prove that the sheriff of Ascension parish did or did not properly execute the writ of seizure and sale issued to him from the 5th district court of New Orleans, in case of the Bank of Louisiana vs. Christopher Ford.

Subject to this objection, we propound the following cross-interrogatories, which we wish to be answered by the witnesses:

1st. Was it not generally understood, known, and believed in the parish of Ascension, that Christopher Ford died in California about the month of November, 1849; did not the sheriff know or fully believe this fact in the month of December, 1850; did not Hewitt and Heron know or believe it before the month of February, 1851?

2d. Had not Mrs. Ford, the wife of Christopher Ford, assumed the dress and appearance of widowhood, and was she not called the "widow Ford;" did she not act as a widow, and did she not control the property, (which Hewitt and Heron pretend they purchased,) as if it were her own; if not, in what capacity did she act, and how long had she so acted?

How far was Heron's house, or the plantation of Hewitt and Heron, from Ford's place; did not Hewitt and Heron, and did not the sheriff of Ascension, know these facts on the 16th day of December, 1850, and 1st day of February, 1851; were they not generally known in the neighborhood then?

3d. On the 18th day of December, 1850, was Mrs. Ford on the plantation in Ascension parish; had she been there at any time within two months before the day aforesaid, and was she there at any time before the first day of February, 1851, and has she been there since; had she been there would you not probably have known it?

4th. Was John T. Jeter at the plantation, in the parish of Ascension, on the 18th day of December, 1850?

5th. Was there any agent of Mrs. Ford or of John T. Jeter on the plantation on the 18th day of December, 1850, aforesaid, other than the overseer of the negroes; was he, as agent of either, authorized to defend a suit for so large a sum as $15,000; if so, how did he receive such authority?

6th. After the 18th day of December, 1850, was he not left by the sheriff in charge of the property as keeper or sheriff's deputy; was there any other keeper appointed by the sheriff; what was his name; what was the name of the overseer?

7th. Did this overseer live in the dwelling-house of Christopher Ford, or that of his widow, or in some other dwelling; was there any white person at and residing at the domicile of Mrs. Ford, or was it not closed entirely on the 18th day of December, 1850?

8th. Did not the slaves continue their labors after the 18th day of December aforesaid, just as before, under the control of the overseer or keeper; could any difference be seen in the management of the plantation after the seizure?

9th. Did not this same overseer himself (this sheriff's keeper) have large claims against Mrs. Ford, for the payment of which he claimed a privilege on the plantation; were they not paid to him after a sale of the plantation; was he not interested that a sale should be made?

10. Was not the sheriff notified by the overseer, or did he not know that Mrs. Ford was at the house of John T. Jeter, in Jefferson parish, Louisiana, and that service of any notice or process might be made on her there; was not this fact generally known in the neighborhood, and did you not know it?

11. Was not the overseer told by the sheriff, or by one of his deputies, that he need not give, or ought not to give any notice to Mrs. Ford or to Mr. Jeter of the matters which were taking place at the plantation?

12. Were all the negroes named by the sheriff in his return on the writ in the case of the Bank of Louisiana vs. Ford, present at the sale, or do you not know that many of them were absent at that time?

13. Did not Hewitt and Heron, or one of them, by some acts or representations made to the agent, or some of the officers of the Bank of Louisiana or Canal Bank, attempt to bring about and to cause the said banks to sue upon their mortgages, and thus provoke a sale of the Ford property in order that they might purchase the same; have you not heard from them of their schemes to get the Ford property; what have you heard?

14. Did not Hewitt & Heron form their determination to purchase the Ford property at some time before the day of sale, which they pretend the sheriff made to them; and did they not leave their plantation on the morning of the 1st February, 1851, with a determination already formed and fixed to bid for the Ford prop-

erty? State what means you have of knowing the truth of your statements, and at what time they formed such determination.

15. Did not Hewit & Heron before bidding for the Ford property on the 1st day of February, 1851, have an arrangement with the sheriff, or with the officers or agents of the Bank of Louisiana, that their bid for the property without the payment of cash was to be taken as cash, until they could be permitted to come to New Orleans and novate Ford's debt to the banks; was there not some arrangement or understanding between them and some one in regard to this matter? State what you know.

16. Do you know of any act of Hewit & Heron, or of either of them, or have you at any time before or since the 1st day of February, 1851, or on that day, heard them say anything which induces you to believe that Hewit & Heron attended at the courthouse of Ascension on that day with the pre-formed determination to buy the Ford property, if they could get it for less than its value? Did not Hewit go up from New Orleans at that time for that purpose? Please state fully all you know about this matter.

17. Did not John T. Jeter come forward on the 1st day of February, 1851, before the offering of the property at which Hewit & Heron pretend to have purchased this property, and before the adjudication to them, and offer to pay to the sheriff the whole amount of the execution in his hands in favor of the Bank of Louisiana? What sum did the sheriff demand from him? Did he not demand from him money enough to pay all the mortgages against the property? Did he have in his hands any other writs against Ford, except the one under which he pretended to sell the property?

18. Was it not announced to the crowd before the adjudication to Hewit & Heron, that John T. Jeter claimed to be the owner, and forbade the sale of the Ford property?

19. Do you know of any fact or facts which prove that in making their bids for this property, Hewit & Heron were not influenced by any act of John T. Jeter, performed on the 1st day of February, 1851, but by their pre-formed desire to own and buy the property? State fully what you know.

20. Do you know of any other fact which is, or may be, of advantage to the plaintiff? If so, state it fully.

21. Do you know of any fact, or of the performance or omission of any act, by any person or officer, by reason of which you suppose the sale to Hewit & Heron is null? State fully, in reply to all cross-interrogatories, everything you know as if specially interrogated.

ALEX. T. STEELE,
Pl'ff's Attorney.

Be it remembered that on this 7th day of May, A. D. 1855, in virtue of the annexed commission dated 28th day of March, 1855, issued out of the honorable circuit court of the United States for the fifth judicial circuit, addressed to any judge or justice of the peace of the parish of Ascension, Louisiana, authorizing and requiring the said judge or justice to call and cause to come before him J. L. Comstock and Dr. Johnson, witnesses for the defendants, and duly to examine them on oath touching and concerning certain matters and things in a case now depending wherein John T. Jeter is plaintiff, and Hewit & Heron are defendants, I, Octave Terrio, one of the justices of the peace in and for the parish of Ascension, State of Louisiana, duly commissioned and sworn, did call and cause to come before me the aforenamed witnesses. First personally came and appeared J. L. Comstock, one of the witnesses named as aforesaid in the interrogatories annexed to the commission, who, being duly sworn, answered each of the questions propounded as follows:

1st interrogatory.

Ans. I know the plantation well. I considered the property at the time not worth more *that* it was appraised for, say sixty-five thousand dollars cash.

2d interrogatory.

Ans. The property was in a very bad condition; the buildings were in a very bad condition; the cabins were in a wretched condition. The sugar-house and mill were in a very bad condition. The condition of the plant-cane and of the ratoons I do not know. The fences and drainage were very bad. I had to furnish myself provisions, for I found none on the plantation except corn; and about clothing I know nothing. The farming utensils were in a very bad condition.

3d interrogatory.

Ans. To the best of my knowledge Mrs. Ford was in *possion* of the property at the time of the seizure in December, 1850. There *were* no one that claimed the property when I seized it. Peter Norwood was the overseer. I seized it as Ford's property. Their domicile I consider was in the parish of Ascension, upon the plantation at the time. I believe that part of the furniture remained there after the sale.

4th interrogatory.

Ans. Notices of seizure were duly served by leaving them in the hands of Peter Norwood, a free white male above the age of fourteen years, yet residing on the plantation.

The notices for the appointing of appraisers were duly served upon the same person, and the appraisers were duly sworn. As far as my knowledge extends, I have complied with all the formalities in regard to the seizure, appointing and swearing the appraisers required by law. I know nothing of having violated any of them. The property was adjudicated on the first crying to a Mr. Jeter, for, I believe, the sum of seventy thousand dollars; but he having not complied with the terms and conditions of the sale, I re-offered the said property for sale immediately, and adjudicated it to James Hewit and David Heron for sixty-six thousand dollars. They complied with the terms and conditions of the adjudication to the satisfaction of the bank agent.

The bidders at the first offering were Messrs. Jeter, James Hewit, J. B. Letorey, and William Winchester; at the second offering the bidders were James Hewit and J. B. Letorey, to the best of my recollection.

5th interrogatory.

Ans. It is not to my knowledge that Mrs. Ford ever tried to sell said estate. The liens, mortgages and privileges resting upon it amounted to more than the appraised value of said estate—it was not worth them. Mr. Ford left the parish temporarily, and his widow was in the parish of Ascension after he left. I do not recollect of her being here at the time of the seizure or at the time of the sale. I considered she resided in the parish of Ascension, and that she was temporarily absent.

6th interrogatory.

Ans. I remember nothing more.

Cross-interrogatories.

1st interrogatory.

Ans. Had heard that Christopher Ford had died in California, but did not know it to be a fact. I do not recollect at what time. I do not know what Mr. Hewit or Heron knew or believe before the month of February, 1851.

2d interrogatory.

Ans. Mrs. Ford, to the best of my recollection, dressed in black. I do not recollect whether she was called widow Ford or not. I know nothing about her actions as a widow. She lived on the plantation which Hewit and Heron purchased, but I do not know whether she controlled it or not. I know not in what capacity she acted. The house on Mr. Heron's plantation is about one mile and a half to two miles from Mrs. Ford's plantation. The fact of the distance between the two places was known to deponent on the 16th day of December, 1850, and on the 1st day of February, 1851. I know not what was generally known in the neighborhood at the time.

3d interrogatory.

Ans. On the 18th of December, 1850, I believe, Mrs. Ford was absent from the plantation in Ascension parish. I know not whether she had been there within two months before the day of the sale. I do not recollect that she was there at any time before the 1st day of February, 1851. I do not know whether she has been there since. She might have been there without my knowing it.

4th interrogatory.

Ans. There was a strange man on the plantation on the 18th of December, 1850, when I went to serve the notices, whom I ascertained afterwards was Mr. Jeter.

5th interrogatory.

Ans. The only persons I found on the plantation on that day were Peter Norwood and the stranger alluded to in the preceding interrogatory. I do not know if either of the persons above mentioned were authorized to defend a suit for such large amount as fifteen thousand dollars.

6th interrogatory.

Ans. After the 18th day of December, 1850, I appointed Peter Norwood as guardian of the plantation, but not as my deputy; there was no other guardian appointed by me. The name of the overseer was Peter Norwood.

7th interrogatory.

Ans. The overseer lived in a dwelling on the plantation. I do not know whether it was Ford's or his widow's. I do not know whether there was any white person residing at Mr. Ford's domicile or not. I do not recollect whether it was closed entirely on the 18th day of December, 1850, or not.

8th interrogatory.

Ans. I believe that the slaves continued their labors after the 18th of December, 1850, just as before, under the control of the guardian. I know of no difference to be seen in the management of the plantation after the seizure.

9th interrogatory.

Ans. Mr. Norwood, the overseer, had a privilege claim on the crop for some wages due him as overseer. His claim was paid. I know not that he was interested that the plantation should be sold.

10th interrogatory.

Ans. The sheriff was notified that Mrs. Ford was absent from the parish. I do not recollect any particular place was mentioned where notices could be served on her. I know not what was generally known in the neighborhood.

11th interrogatory.

Ans. The overseer was not told by the sheriff, or any of his deputies, that he ought not to give any notice to Mrs. Ford or to Mr. Jeter of the matters which were taken place on the plantation.

12th interrogatory.

Ans. I believe all the negroes named in my notice of seizure were present on the day of the sale, except some few that were sick in their cabins. There were not many absent at the time.

13th interrogatory.

Ans. I know nothing concerning this interrogatory.

14th interrogatory.

Ans. I know nothing in reference to this interrogatory.

15th interrogatory.

Ans. No such arrangement as contained in this interrogatory was made with me. I know not what arrangement they may have made with the officers or agents of the Bank of Louisiana.

16th interrogatory.

Ans. Mr. Hewit came from New Orleans ; but cannot say whether he came for the express purpose of buying the plantation.

17th interrogator*ies*.

Ans. The only amount that the sheriff could require from Mr. Jeter was the amount for which the order of seizure and sale issued. He made no offer to pay the amount in cash at any time during the proceedings. I do not recollect of having demanded any other money from him. I had no other writ in my hand but the one under which I sold the property.

18th interrogatory.

Ans. I recollect nothing in reference to this interrogatory.

19th interrogatory.

Ans. I know nothing in reference to this interrog'y.

20th interrogatory.

Ans. I know nothing in reference to this interrogatory.

21st interrogatory.

Ans. I know nothing in reference to this interrogatory.

J. L. COMSTOCK.

Sworn to and subscribed before me, at the parish of Ascension, this 7th day of May, A. D. 1855.

OCTAVE TERRIO,
Justice of the Peace.

Personally came and appeared before me Dr. P. W. Johnson, of this parish, one of the witnesses named as aforesaid in the interrogatories annexed to the commission, who, being sworn, answered each of the questions so propounded as follows:

1st cross-interrogatory.

Ans. Deponent does not recollect distinctly at this period many circumstances connected with this matter, and will have to give his general impressions about the matter; that the death of Ford in California was generally known and believed in Ascension three or four months after its occurrence.

Interrogatories in Chief.

Interrogatory 1st.

Ans. I know such plantation, but do not know what was its proper value at the time.

Interrogatory 2d.

Ans. The condition of the property was bad. The sugar-house and the houses in general, the fences, and drainage were bad. As to cane and farming utensils, provisions, and clothing, deponent knows nothing particular of.

Interrogatory 3d.

Ans. Ventress was considered the agent from the time that Ford went to California till the time of the seizure, with Peter Norwood, as overseer. Mrs. Ford lived on the place some time after the death of Ford was known, and deponent believes that she considered it as her plantation. She, however, left it before the seizure, and it was reported that she had sold to John T. Jeter all her rights to said place. Deponent says that Ford and wife resided on the plantation till their departure, with their house furnished, but does not know how long the furniture remained there afterwards.

Interrogatory 4th.

Ans. Deponent knows nothing about this interrogatory, but that the property was adjudicated to James Hewit.

Interrogatory 5th.

Ans. I have heard Ford frequently express a wish to sell the property, but do not know whether he has made any effort to sell it. As to value of the said estate, the liens and mortgages, deponent knows nothing; it was generally understood when Mr. Ford left for California that he would return again. Mrs. Ford left before the seizure of the plantation and did not return.

Interrogatory 6th.

Ans. Deponent knows nothing more that would be of any benefit in the present suit.

Cross-interrogatories.

Interrogatory 2d.

Ans. Deponent does not recollect that Mrs. Ford did or did not assume the dress or appearance of widowhood, or was called widow Ford, or that she particularly acted as a widow. I am of the impression that she considered herself the owner of the property under the agency of W. C. J. Ventress, Peter Norwood acting as overseer. A portion of these plantations united, and I believe that this fact was known to the sheriff, Mr. Hewit, and the public in general.

Interrogatory 3d.

Ans. Does not recollect the time of Mrs. Ford's departure from the plantation permanently; she resided on it after Ford started for California; also after his death was known, when she left for a visit to New Orleans, and did not return any more.

Interrogatory 4th.

Ans. Deponent has no recollection of ever having seen John T. Jeter on said plantation, but saw him several times in Donaldsonville after it was rumored that he had purchased Mrs. Ford's interest in said place.

Interrogatory 5th.

Ans. I considered W. C. Ventress as having acted as agent from the departure of Ford until the seizure of the same by the sheriff; that the overseer was also engaged by W. J. Ventress; has no knowledge of any agent of John T. Jeter, of having been on said plantation. The overseer resided there with the negroes; the agent, Mr. Ventress, did not; has no knowledge of any suit for fifteen thousand dollars, nor any authorization to agent or overseer to defend said suit.

6th interrogatory.

I believe that when the sheriff seized the property that he placed the same in charge of the overseer, Peter Norwood.

7th interrogatory.

Ans. Overseer lived *on* a house on said plantation, Ford and family occupying another house; the house and yard, after Mrs. Ford left, was occupied only by servants.

8th interrogatory.

Ans. I believe that everything went as heretofore, under the management of overseer.

9th interrogatory.

Ans. I do not know of any claim of overseer on the place but his salary, and never heard him say anything about having a privilege claim on the place for the payment of the same; knows nothing of the payment of salary afterwards.

10th interrogatory.

Ans. Deponent himself understood that Mrs. Ford, after her departure for New Orleans, was staying at the residence of Jeter, but he is not aware that the sheriff knew anything about the matter.

11th interrogatory.

Ans. Knows nothing whatever about this interrogatory.

12th interrogatory.

Ans. Knows nothing about this interrogatory.

13th interrogatory.

Ans. Knows nothing about this interrogatory.

14th interrogatory.

Ans. Knows nothing about this interrogatory.

15th interrogatory.

Ans. Knows nothing about this interrogatory.

16th interrogatory.

Ans. Knows nothing about this interrogatory.

17th interrogatory.

Ans. Knows nothing about this interrogatory.

18th interrogatory.

Ans. Deponent is deciededly of the impression that after the plantation and negroes were put up by the sheriff the second time, until they were adjudicated to Hewit, there was no announcement to the crowd forbidding the sale, or that the property was claimed by John T. Jeter.

19th interrogatory.

Ans. Knows nothing about this interrogatory.

20th interrogatory.

Ans. Knows nothing about this interrogatory.

21st interrogatory.

Ans. Knows nothing about this interrogatory.

E. W. JOHNSON.

Sworn to and subscribed before me, at the parish of Ascension, this 7th day of May, A. D. 1855.

OCTAVE TERRIO,
Justice of the Peace.

And having reduced the same to writing, and having read to each witness his deposition, and having made them affix their signature in my presence, I make this my process verbal, under my official signature, (having no seal,) at the parish of Ascension, this seventh day of May, A. D. 1855.

OCTAVE TERRIO,
Justice of the Peace.

Opinion.—Filed 15th June, 1857.

Circuit Court of the United States, eastern district of Louisiana.

JOHN T. JETER
vs.
JAS. HEWITT.

This cause was submitted to the court upon the pleadings, depositions, oral testimony, and arguments of counsel, and has been under the consideration of the court.

And thereupon the court declares:

1st. That on the 11th of November, 1815, the President, Directors & Co. of the Bank of Louisiana, and the New Orleans Canal and Banking Company, of the one part, and Christopher Ford, of the other, entered into a contract, by notarial act, before Wm. Christy, notary public, which has been produced and filed as a part of the evidence of this cause; and that the property therein described, or the issue of the slaves mentioned therein, are the same that is described in the plaintiff's petition.

2d. That Christopher Ford died in California in the year 1849; and that fact was notorious in the early part of the year 1850, in Louisiana.

3d. That prior to his death the said Ford executed the last will and testament, which has been admitted to probate in the district court for the parish of Ascension, by which his wife, Mrs. Louisa Ford, was instituted sole heir of his succession; a copy of which will, with the judicial orders thereon, has been filed as evidence in this cause.

4. That on the 16th November, 1850, the said Mrs. Louisa Ford executed to the plaintiff in this suit, before James H. Van Dolson, notary public at New Orleans, the authentic act which has been offered in evidence, and is filed, by which she conveyed to him all

her right, title, and interest in the succession of her deceased husband, in the manner specified in the said act, to which and to the endorsements thereon reference is made for the contract between the said parties, the same being on file as evidence.

5th. The court further declares, that the President, Directors & Co. of the Bank of Louisiana, on the 16th of December, 1850, commenced proceedings before the district court, for the 5th district of New Orleans, in order to obtain executory process on the act first above mentioned, and that the order was made by the judge of that court on that day; and that such proceedings were had in the said suit, as will appear by the record of the Supreme Court, which has been filed in evidence.

6th. That the defendants derive their title from the sale of the sheriff, as reported in the said proceedings, and have performed whatever is recited and declared therein to entitle them to the property in controversy, which is the same described in the petition of the plaintiff.

7th. The court further declares, that the notices of the sale and of the appraisement were served by the sheriff of Ascension, by leaving them on the plantation with Peter Norwood, the overseer of the place, and that the plaintiff had notice of the sale, was present at it, and bid for the property; and not complying with his bid, it was afterwards adjudicated to the defendant, Hewitt, and his partner, Heron; and the evidence does not prove actual notice to Mrs. Louisa Ford, and she was absent from the parish of Ascension at the time.

8th. The court further declares, that on the 29th April, 1852, the defendant, James Hewitt, and his co-purchaser, David Heron, preferred a petition to the 5th judicial district court of New Orleans, for a monition under an act of the legislature of the State of Louisiana, and that such proceedings were had thereon as appears in the record of the Supreme Court, filed in evidence.

And the court, upon a full consideration of the evidence aforesaid, and the facts so ascertained in the cause, doth declare that the plaintiff has not established his right to the property described in his petition, and that the prayer of his petition must be refused, and so directs judgment to be entered.

And the court certifies that the plaintiff requested an expression of opinion upon the points described in the paper on file, marked A and B, subscribed by his counsel, and herewith made a part of the records.

(Signed) J. A. CAMPBELL,
Associate Justice S. C. U. S.

Memorandum.—I consider that the questions embraced in the papers marked A and B will be presented on this record in case the judgment now rendered shall be carried to the Supreme Court of the United States. The evidence forms a part of the record.

(Signed) J. A. CAMPBELL,
Associate Justice S. C. U. S.

Minutes April Term, 1857.—*Judgment.*

New Orleans, Monday, 15th June, 1857.—Court met pursuant to adjournment: present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

JOHN T. JETER
vs.
HEWITT AND HERON. } 2,341.

The following decree was received from the Hon. J. A. Campbell, and was ordered to be entered:

This case having been submitted to the court at this term upon the pleadings, depositions, oral testimony and arguments of counsel, and the court having considered the same, doth now order, adjudge and decree, that the plaintiff's petition be dismissed with costs.

Petition for Writ of Error.—Filed Oct. 12th, 1857.

JOHN T. JETER
vs.
HEWITT AND HERON. } No. 2,341.

United States Circuit Court for eastern district of Louisiana.

To the honorable the Circuit Court of the United States for the eastern district of Louisiana:

The petition of John T. Jeter, a citizen of the State of Louisiana, plaintiff in the above styled suit, respectfully shows:

That your petitioner believes that there is error in the judgment therein rendered by the said circuit court on the 15th day of June, 1857.

That he desires to have the said judgment revised by the Supreme Court of the United States upon a writ of error.

He therefore prays that the court would fix the amount of bond to be given by him to cover the cost of this writ of error; and upon his giving said bond with security, that a writ of error be granted to him, to remove the said cause to the Supreme Court of the United States at its next session, there to be proceeded in according to law, and that the defendants, James Hewitt and Mrs. Heran, and Mrs. Conrad, be cited to appear in the said Supreme Court of the United States to be holden in the city of Washington at its next term, then and there to answer the said writ of error.

Petitioner prays for general relief; and, as in duty, &c., he will ever pray.

(Signed) ALEX. S. STEELE,
Attorney for Petitioner.

Minutes.

New Orleans, Monday, 12th Oct., 1857.—Present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

JNO. T. JETER
vs. } 2,341.
HEWITT AND HERON.

On motion of A. T. Steele, esq., of counsel for the plaintiff, and on presenting and filing a partition and representing that the said plaintiff is aggrieved by the judgment herein rendered against him, and praying a writ of error therefrom, returnable to the next term of the Supreme Court of the United States, it is ordered that the same be allowed on the said plaintiff giving bond, conditioned according to law, in the penal sum of five hundred dollars, with good and solvent surety thereon.

Petition for Writ of Error.—Filed 17th Feb'y, 1858.

JOHN T. JETER
vs. } 2,341.
HEWITT & HERON.

To the hon. the Circuit Court of the United States for the eastern district of Louisiana:

The petition of John T. Jeter, the plaintiff in the suit above styled, respectfully shows: That on the 15th day of June, 1857, a final judgment was herein rendered against him and in favor of the defendants, disallowing and rejecting his claim to the property and money described and set forth in the petition; that this property and money is very largely over the value of two thousand dollars, and therefore, that a writ of error may be prosecuted by him to the Supreme Court of the United States. That, on the 12th day of October, 1857, a writ of error was allowed to him to have the judgment aforesaid examined by the Supreme Court of the United States at the last term thereof, commencing on the first Monday of December, 1857, but for want of time, was not prosecuted. The premises considered, your petitioner prays that a writ of error be allowed to him, to have the aforesaid judgment examined by the Supreme Court of the United States, at the next term thereof. That the amount of the bond be fixed by the court; and upon his giving the said bond with security, that the defendants be cited to answer the said writ of error in the Supreme Court of the United States, on the first Monday of December, 1858, in accordance with the rules of the said court, and for general relief in the premises.

ALEX. T. STEELE,
Att'y for Jno. T. Jeter.

Minutes.

New Orleans, Wednesday, 17th Feb'y, 1858.—Court met pursuant to adjournment: present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

Order allowing Writ of Error.

JOHN T. JETER
vs.
HEWITT & HERON.

On motion of A. T. Steele, esq., of counsel for the plaintiff, and on presenting and filing his petition, representing that he is aggrieved by the judgment herein rendered against him, and praying for a writ of error therefrom, returnable to the next term of the Supreme Court of the United States, it is ordered that the same be allowed as prayed for, on plaintiff's giving bond with good and solvent security thereon, in the penal sum of five hundred dollars, conditioned according to law.

Bond for Writ of Error.—Filed 11th March, 1858.

Know all men by these presents that we, John T. Jeter, as principal, and Joseph Stinson, as surety, are held and firmly bound unto James Hewitt, Mrs. Melville Heron and Mrs. Mary Conrad, in the full sum of five hundred dollars, to be paid unto the said James Hewitt, Mrs. Melville Heron and Mrs. Mary Conrad, their certain attorney, executors, administrators or assigns, to which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, jointly and severally by these presents.

Sealed with our seals and dated this 11th day of March, in the year of our Lord A. D. 1858.

Whereas lately at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, at New Orleans, in a suit depending in said circuit court, wherein John T. Jeter is plaintiff, and James Hewitt, Mrs. Melville Heron and Mrs. Mary Conrad defendants, judgment was rendered against the said John T. Jeter, plaintiff, and the said John T. Jeter having obtained a writ of error and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said James Hewitt, Mrs. Melville Heron and Mrs. Mary Conrad, citing and admonishing them to be and appear at a Supreme Court of the United States to be holden at Washington, on the first Monday of December next:

Now the condition of the above obligation is such, that if the said John T. Jeter shall prosecute his writ to effect, and answer all damages and costs if he fail to make his plea good, then the above obligation to be void, else to remain in full force and virtue.

JNO. T. JETER, [SEAL.]
JOSEPH STINSON. [SEAL.]

Sealed and delivered in presence of—
J. W. Gurley.

Approved.

THEO. H. McCALEB, *U. S. Judge.*

Joseph Stinson, the surety on the within bond, being sworn, says he is worth the sum of five hundred dollars over and above his debts and liabilities.

JOSEPH STINSON.

Sworn to and subscribed before me, this 11th March, 1858.

J. W. GURLEY, *Com'r.*

United States of America, Circuit Court of the United States, fifth circuit and eastern district of Louisiana.

Clerk's Office.

I, John W. Gurley, clerk of the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, do hereby certify, that the foregoing 347 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced on the trial of the case of John T. Jeter vs. Hewit & Heron, No. 2,341 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court, at the city of New Orleans, this 8th day of April, A. D. 1858.

[SEAL.]

J. W. GURLEY, *Clerk.*

Writ of Error.

United States of America, *ss.*

The President of the United States, to the honorable the judges of the Circuit Court of the United States in and for the fifth circuit, and holding sessions for the eastern district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court before you, or one of you, between John T. Jeter and James Hewitt, Mrs. Melville Heron and Mrs. Mary Conrad, a manifest error hath happened, to the great damage of the said John T. Jeter, as by his complaint appears: We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in the said Supreme Court, to be then and there held, that the record and